

6500 N. Mineral Drive, Suite 200 Coeur d'Alene, ID 83815-9408 (208) 769-4100

> CONFIDENTIAL SETTLEMENT COMMUNICATION SUBJECT TO FEDERAL RULE OF EVIDENCE 408

Heidi K. Hoffman
United States Department of Justice
Environment and Natural Resources Division
1961 Stout Street—8th Floor
Denver, Colorado 80294

Re: Gilt Edge Mine Superfund Site

Dear Ms. Hoffman:

This letter and the materials enclosed herewith constitute CoCa Mines, Inc.'s ("CoCa") response to your letter of September 21, 2010, requesting additional financial and corporate information from CoCa in connection with the negotiation of an "inability to pay" settlement for potential liabilities related to the Gilt Edge Mine Site ("Site") in Lawrence County, South Dakota. In addition to the responses and materials provided herewith, CoCa hereby references and incorporates its two prior responses, dated October 2, 2008 and February 12, 2010, to EPA's 104(e) Requests regarding the Gilt Edge Site.

In conjunction with prior 104(e) responses, CoCa has already provided the United States with a large amount of information. In response to DOJ's September 21, 2010 request, and in order to facilitate settlement negotiations, CoCa has undertaken a significant effort to locate additional responsive information. However, as you are aware, the Gilt Edge site has a long history of development, exploration and mining. Because the information DOJ has requested may relate to events which occurred many years ago, CoCa cannot represent that it has located every document responsive to DOJ's request. In many instances, CoCa simply does not possess the information DOJ has requested. In other instances, DOJ has requested information that, to the best of CoCa's knowledge, does not exist. In addition, DOJ has requested information from CoCa's parent and affiliates, including Hecla Mining Company and Hecla Limited (collectively, "Hecla"). While CoCa has made its best effort to locate and provide this information, many of DOJ's requests relate to events which occurred prior to Hecla's acquisition of CoCa almost twenty years ago. CoCa understands that in many cases, Hecla either does not retain, or never possessed the information requested. CoCa looks forward to moving ahead with settlement negotiations, and in the event that additional relevant, responsive documents are located, they will be made available to DOJ.

These responses and the documents provided with these responses do not constitute an admission by CoCa, Hecla, or any other related entity, of liability with respect to the Gilt Edge Site, nor an admission or representation concerning the conditions on or surrounding the

Site or any acts or omissions of any persons concerning the Site. CoCa's production of documents does not constitute an admission by CoCa or any affiliated entity that the contents of the documents provided are true, correct, or accurate, nor does it constitute an admission that the documents are authentic for the purposes of admissibility in any judicial or administrative proceeding. These responses do not constitute an admission by CoCa or any affiliated entity that it or anyone employed by it, or its parents, predecessors or subsidiaries, generated, transported, or disposed of any hazardous wastes or substances, pollutants, or contaminants anywhere at the Site. CoCa denies that it has any liability relating to any releases or threatened releases at the Site.

I. General Objections

- 1. CoCa objects to the requests on the grounds that they are overbroad and vague.
- 2. CoCa objects to the requests to the extent that they seek information or documents that are protected under the attorney-client privilege, the work product doctrine or any other available privilege or protection.
 - 3. CoCa objects to the requests to the extent that they call for legal conclusions.
- 4. CoCa objects to the requests to the extent that they attempt to impose upon CoCa an obligation to obtain information from third persons or others where the law does not impose such an obligation.

II. Responses

Set forth below are each of DOJ's specific Requests followed by CoCa's Responses. CoCa incorporates, by reference, each of its General Objections into each of its Responses as if fully set forth therein. CoCa reserves the right to amend its answers if and when additional information becomes available which is relevant to DOJ's requests. Without waiving any of its objections, CoCa states as follows:

Request No. 1:

Provide all annual financial statements (including balance sheets, income statements, statements of cash flows, and, if prepared, notes and detailed schedules) for CoCa Mines, Inc. for the years 2003 to present. Please note that the 1-page summary balance sheets provided previously to EPA do not provide the level of detail that we are seeking. Rather, we request the full financial statements prepared yearly for CoCa Mines, Inc. that explain the financial status of the company.

CoCa's Response to Request No. 1:

CoCa objects to the terms "financial statements," "balance sheets," "income statements," and "statements of cash flows," as overly broad and vague. Without waiving any of its objections, CoCa states that during the years 2003 to the present, CoCa prepared financial statements once each year, at year's end. During the timeframe in question, CoCa has engaged in very little activity, and has had very little financial activity. Accordingly, there has been no need to prepare a more detailed set of financial statements for the company. The only financial statements the company has prepared are in the form of the balance sheets previously provided to EPA. To clarify, these balance sheets are not summaries of other documents, but are the actual financial statements prepared at year end. In response to DOJ's request, CoCa is providing, with these responses and on a strictly confidential basis, balance sheets for the additional years 2003 and 2009.

Request No. 2:

Provide any other financial statements or information (i.e., balance sheets, income statements, statements of cash flows) prepared on an other-than-annual basis (e.g., monthly, quarterly, as needed) that reflect the financial status of CoCa Mines for the years 2003 to present.

CoCa's Response to Request No. 2:

CoCa again objects to the terms "financial statements," "balance sheets," "income statements," and "statements of cash flows," as overly broad and vague. Without waiving any of its objections, CoCa states that, CoCa's subsidiary, CRI owns three historic mining properties near Creede, Colorado including certain floodplain property, a tailings impoundment, and a former millsite. CRI receives income from the lease of an old warehouse building on the mill site property. A copy of CRI's lease agreement for this property has been provided with these responses on a confidential basis. With the exception of this lease agreement and the information already provided to EPA in response to its 104(e) requests and in response to Request No. 1 above, CoCa is unaware of any additional, relevant statements or information (i.e., balance sheets, income statements, statements of cash flows) reflecting CoCa's cash flow or financial status.

Request No. 3:

Provide any interim financial statements (including balance sheets, income statements, and statements of cash flow) that have been prepared for the period of January 1, 2003 to present

CoCa's Response to Request No. 3:

CoCa objects to the term "interim financial statements," and maintains its objections to the terms "balance sheets," "income statements," and "statements of cash flows," as overly broad and vague. Without waiving any of its objections, CoCa states that it is unaware of any interim financial statements prepared for the period of January 1, 2003 to the present. As set forth in CoCa's response to Request No. 1, above, CoCa has prepared only year-end financial statements during the timeframe in question.

Request No. 4:

Provide consolidating schedules or other consolidating information for CoCa Mines for the years 2003 to present. Please note that Hecla Mining Company's Form 10-K filed with the Securities and Exchange Commission reflect the consolidated position of Hecla Mining and its subsidiary, Hecla Limited, which in turn, owns CoCa Mines. If this statement of corporate structure is incorrect, please so state, and provide an explanation of the correct corporate structure of CoCa Mines and its parent companies. If this statement of corporate structure is correct, please provide the consolidating schedules or other consolidating information that CoCa Mines provided to Hecla Limited for the years 2003 to present that reflect CoCa Mines' financial position.

CoCa's Response to Request No. 4:

CoCa objects Request No. 4 as vague and ambiguous, and specifically objects to the terms "consolidating schedules" and "consolidating information" as undefined and vague. Without waiving any of its objections, CoCa states that it has no reason to doubt the accuracy of Hecla

Mining Company's Form 10K. However, as set forth in CoCa's Response to Request No. 1, due to the relative insignificance of CoCa's operations during the relevant timeframe, CoCa prepared only the year-end balance sheets already described. Additional information regarding the corporate structure and ownership of CoCa Mines, as it relates to Hecla, is set forth in CoCa's October 2, 2008 Response to EPA's August 14, 2008 104(e) Request. CoCa also notes that Creede Resources, Inc. ("CRI") remains a wholly-owned subsidiary of CoCa Mines, Inc.

Request No. 5:

Provide signed copies of CoCa Mines' U.S. corporate income tax returns, complete with all schedules, statements, forms, consolidating schedules and attachments, for all years from 2003 to the present for which CoCa Mines prepared a separate tax return. Please note that we require the complete and signed copies of these yearly tax returns for our financial analysis. The tax returns previously provided to EPA were complete but unsigned for 2005 through 2008; tax returns for the other years were either not provided or were incomplete.

CoCa's Response to Request No. 5:

CoCa objects to the terms "schedules," "statements," "forms," "consolidating schedules," and "attachments" as vague and ambiguous. Without waiving any of its objections, CoCa states that, as CoCa has clarified with DOJ, to the best of CoCa's knowledge, all tax information previously submitted to EPA in connection with EPA's 104(e) requests is accurate and complete. Nevertheless, CoCa has conducted an additional effort to review its tax documentation in order to address DOJ's request to provide tax returns for additional years (2003 and 2009), and to confirm that it has provided complete and accurate information.

Submitted confidentially with these responses is an October 20, 2010 letter from CoCa's tax preparer, Aspen Tax Services LLC, which addresses the tax returns for specific years in greater detail. As set forth in this letter, CoCa did not file separate tax returns in some years. In addition, some years' tax returns were filed electronically, and the taxpayer's signature for the electronic form appears on form 8453-C, rather than form 1120. CoCa is also submitting, with these responses and on a confidential basis, copies of its 2003 and 2009 tax returns, which were not previously requested by EPA.

Request No. 6:

Provide signed copies of U.S. corporate income tax returns, complete with all schedules, statements, forms, consolidating schedules and attachments (i.e. exactly as submitted to the U.S. Internal Revenue Service) for Hecla Mining Company and Subsidiaries for the years 2003 to 2009. The tax returns previously provided to EPA for 2004 through 2008 were incomplete; tax returns for 2003 and 2009 were not provided.

CoCa's Response to Request No. 6:

CoCa objects to the terms "schedules," "statements," "forms," "consolidating schedules," and "attachments" as vague and ambiguous. CoCa also objects to Request No. 6 because it requires CoCa to obtain information from third parties. Without waiving any of its objections, CoCa states that, to the best of its knowledge, the tax returns provided previously for Hecla Mining Company are complete and accurate as they relate to CoCa Mines, Inc. EPA's previous

104(e) requests did not request tax returns for years 2003 or 2009. Tax returns for those additional years are enclosed with these responses and are submitted on a confidential basis.

Request No. 7:

According to the unsigned U.S. corporate tax returns previously provided for CoCa Mines, as of December 31, 2003 and 2004, CoCa Mines showed a significant Accounts Payable (i.e., -\$1,534,081 as of Dec 31, 2003 and -\$911,766 as of Dec 31, 2004). For each year from 2003 to the present:

- a. Describe each service and/or product (e.g., management services, leases) provided by CoCa Mines to any affiliates, or vice versa, or between affiliates.
- b. Provide signed copies of all such agreements, complete with all schedules, attachments, and updates.
- c. If any transactions took place between CoCa Mines and an affiliate (or between affiliates) for which a written agreement does not exist, please describe all material provisions of each transaction including (but not limited to):
 - i. Service or product transacted;
 - ii. Date(s) of transaction(s);
 - iii. Identity of buyer;
 - iv. Identity of seller;
 - v. Amount paid for good or service;
 - vi. Identity of representative from CoCa Mines who negotiated the transaction;
 - vii. Identity of representative from affiliate who negotiated the transaction; and describe the formula or basis used to determine the price paid for the good or service.
- d. Provide all documents relating to the provision of service(s) and/or product(s) between CoCa Mines and affiliate(s).

CoCa's Response to Request No. 7:

CoCa objects to Request No. 7 as overly broad, and specifically objects to the terms "products," "services" and "affiliates" as vague and ambiguous. Without waiving any of its objections, CoCa states that, in accordance with clarification provided by the Department of Justice regarding the scope of Request No. 7, CoCa understands that the term "affiliate" as used in this Request is intended only to apply to subsidiaries of CoCa. With respect to sub-questions (a) through (d), to the best of its knowledge, CoCa has not rendered any services or products, and has not received any services or products during the time frame in question. With respect to the specific accounts payable balances referenced in Request No. 7, to the best of CoCa's knowledge, those balances reflect accounting entries by CoCa over 20 years ago, and do not reflect income that CoCa could potentially collect. These balances are related to funds which may have been owed to CoCa from two entities which are no longer in existence or have no assets to pay the debt, including CRI, and the Estate of William Carey. The \$1.5 million account is owed by the estate of William Carey, which CoCa determined to be defunct. The uncollectable balances were written off. During the write-off process, CoCa's accountants consolidated the various accounts payable and accounts receivable balances, which is why they do not appear on current tax returns.

Request No. 8:

According to the unsigned U.S. corporate tax returns previously provided for CoCa Mines, as of December 31, 2003, 2004, 2005, and 2006, CoCa Mines showed a significant "Affiliates Payable" (also described as "Intercompany") ranging from \$17,765,936 as of Dec.31, 2003 to \$19,882,530 as of Dec. 31, 2006. For each year from 2003 to the present:

- a. Describe each loan made between CoCa Mines and affiliate(s), or between affiliates.
- b. Provide signed copies of all such loan agreements.
- c. If any loans were extended for which a written agreement does not exist, please describe all material terms of each loan including (but not limited to):
 - i. Date of loan;
 - ii. Term of loan;
 - iii. Identity of lender;
 - iv. Identity of borrower;
 - v. Principal;
 - vi. Interest;
 - vii. Repayment schedule;
 - viii. Collateral and/or guarantees:
 - ix. Covenants; and
 - x. Late payment provisions.
- d. Provide all documents relating to any loans between CoCa Mines and affiliate(s).

CoCa's Response to Request No. 8:

CoCa objects to Request No. 8 as vague, ambiguous and overbroad. Without waiving any of its objections, CoCa states that the balances referenced in Request No. 8 reflect initial accounting entries stemming from the initial transaction by which Hecla acquired CoCa in 1991. and do not actually reflect any income owed to CoCa. More specifically, Hecla purchased CoCa in 1991 to acquire the Grouse Creek property, then owned by CoCa, near Challis, Idaho. The Grouse Creek property was developed and mined in the mid 1990s, but during the early stages of production, it was determined that commercial quantities of gold ore did not exist, and the mine was closed and the investment written off. While financial accounting records are no longer available from that time period, to the best of CoCa's knowledge, Hecla's practice would have been to record a transfer of the investment interest in the CoCa ledger to the Hecla ledger in order to facilitate the accounting process related to development of the Grouse Creek property. A corresponding entry would have been made to record a return of capital on the CoCa books. Hecla contributed capital to acquire CoCa, so the transfer of the Grouse Creek interest, in substance, represents a return of capital from CoCa to Hecla. Coca believes that the classification of these items as intercompany balances between CoCa and Hecla, rather than a return of capital, was a misclassification. Due to CoCa's general inactivity, the misclassification was not recognized for a number of years. The misclassification did not have a material effect on the financial statements, however the financial statements lacked clarity and therefore correcting entries were made.

Request No. 9:

According to the unsigned U.S. corporate tax returns previously provided for CoCa Mines in the year ending December 31, 2007, CoCa Mines had several "other investments" (Statement 2,

Schedule L, line 9), including "Distr LP Share," "Invest in Hard GP," "Invest in Hard LP," "Invest in Mudge," "Investment MBPL," and "Investments." For each of these items, provide:

- a. Signed copies of all written agreements and/or any other documents relating to these investments;
- b. Describe the nature of the investment (e.g., stock purchase, investment in partnership, dividend payment, etc.);
- c. Date(s) of transaction(s);
- d. Identity of counterparty/counterparties;
- e. Describe the formula or basis used to determine the amount invested; and
- f. Identify the circumstances under which the investment can be or is expected to be returned.

CoCa's Response to Request No. 9:

CoCa objects to Request No. 9 as vague and ambiguous. Without waiving any of its objections, CoCa states that it retains no known records describing the "Affiliates Payable" items referenced in Request 9. These accounts were written off and, as reflected in CoCa's Form 1120 for 2006, there is an offsetting credit which demonstrates that these accounts are of no value. To the best of CoCa's knowledge, these accounts likely represent CoCa expenditures for unfruitful prospecting efforts during the 1980s.

Request No. 10:

For each year from 2003 to the present:

- a. Describe each guarantee made by CoCa Mines on behalf of an affiliate, made by an affiliate on behalf of CoCa Mines or made on behalf of an affiliate by another affiliate.
- b. Provide signed copies of each agreement in which such a guarantee is provided complete with all schedules, attachments, updates, and addendums.
- c. If a written agreement does not exist, please describe all material terms of each type of agreement including:
 - i. Nature of the agreement (e.g., loan, product, service);
 - ii. Date of agreement;
 - iii. Term of agreement;
 - iv. Identity of seller/lender:
 - v. Identity of buyer/borrower; and
 - vi. Circumstances under which performance of guarantee can be demanded.

CoCa's Response to Request No. 10:

CoCa objects to Request No. 10 as overbroad, unduly burdensome, vague and ambiguous. CoCa specifically objects to the term "guarantee" as undefined and vague. Without waiving any of its objections, CoCa states that, in accordance with clarification provided by the Department of Justice regarding the scope of Request No. 10, CoCa understands that this Request is intended only to solicit information regarding guarantees made by CoCa or a subsidiary of CoCa. With that understanding, CoCa states that it maintains a bond to secure certain reclamation obligations at a former mining site in Kern County, California. The original bond was established in 2004, for an amount of \$154,000. The bond amount has been reduced as CoCa has discharged its reclamation obligations, and currently has a value of approximately \$20,000 though it is not fully collateralized. CoCa owns a building at this site, but does not own the underlying land, and no

longer leases any of the property in question. The building owned by CoCa has no value and was originally scheduled for demolition. At the request of the lessor, the building was left on the property at the conclusion of the property lease, and ownership of the building will pass to the Lessor following a full release of the CoCa bond. Additional information regarding the bond has been submitted confidentially with these responses. To the best of CoCa's knowledge, neither CoCa nor any subsidiary of CoCa have made any other guarantees from 2003 to the present.

Request No. 11:

For each year from 2003 to the present and for each employee who worked for both CoCa Mines and an affiliate or for more than one affiliate, provide the following information:

- a. Name of employee;
- b. Title and job description at each company;
- c. Wage or salary, bonus, and perquisites received from each company;
- d. Percentage of time spent working at each company; and
- e. Name of supervisor.

CoCa's Response to Request No. 11:

CoCa objects to Request No. 11 as overly broad and unduly burdensome. Without waiving any of its objections, CoCa states that in accordance with clarification provided by the Department of Justice regarding the scope of Request No. 11, CoCa understands that this Request is intended only to solicit information regarding individuals who worked for CoCa or subsidiaries of CoCa. Accordingly, an estimate of the hours that specific individuals spent working for CoCa or CRI is set forth below. CoCa did not specifically delineate wages, salary or other compensation for this work.

Name	Title/ Profession	2009	2008	2007	2006	2005	2004	2003
Alan MacPhee	Accountant	i	1	1	1	1	1	1
Paul Glader	Environmental Engineer	80	80	80	80	80	80	80
Dave Holland	Environmental Engineer	80	80	160	80	40	40	40
Jason Heidt/Other Accountant	Accountant	1	ı	1	1	1	1	1
Ann Robison	Administration	80	80	80	10	10	10	10
Mike Clary	Attorney	30	30	30	1	0	0	0
Mike White/Phil Wolf/ John Galbavy	Attorney	2	2	1	1	1	1	1
See Annual Mtg. Notes	Officer #1	1	1	1 .	1	1	1	1
See Annual Mtg. Notes	Officer #2	1	1 .	1	1	1	1	1

See Annual Mtg. Notes	Officer #3	1	1	1	1	1	1	į
See Annual Mtg. Notes	Officer #4	1	1	1	-1	1	1	1
See Annual Mtg. Notes	Director #1	1	1	. 1	1	1	1	1
See Annual Mtg. Notes	Director #2	1	1	1	1	1	1	1
See Annual Mtg. Notes	Director #3	1 .	1	1	1	1	1	1

Request No. 12:

Provide the corporate record book for CoCa Mines, including:

- a. articles of incorporation (and all addendums), complete with all schedules, attachments, and updates;
- b. all Board of Director meeting minutes, resolutions, and documentation of any other actions from 2003 to present;
- c. filings with state corporation agencies (e.g., Secretary of State) from 2003 to present; and
- d. any other documents describing CoCa Mines' corporate or organizational record from 2003 to present.

CoCa's Response to Request No. 12

CoCa objects to Request No. 12 as unduly burdensome. Without waiving any of its objections, CoCa states that it is providing, with these responses and on a confidential basis, the materials it has located which are responsive to Request No. 12.

Request No. 13:

For Hecla Mining Company and Hecla Limited, provide copies of all Board of Director meeting minutes, resolutions, and documentation of any other actions that relate to CoCa Mines from 2003 to present.

CoCa's Response to Request No. 13:

CoCa objects to Request No. 13 as overly broad, unduly burdensome, and because the information it seeks is not relevant to CoCa's ability to pay for alleged costs the United States has incurred or may incur at the Gilt Edge Site. Without waiving any of its objections, CoCa states that, to the best of its knowledge, the Board of Directors' meeting minutes and resolutions from 2003 to the present for Hecla Mining Company and Hecla Limited do not reflect actions that relate to CoCa Mines.

Request No. 14:

For CoCa Mines, provide the names of all Executive Officers and Board of Director Members from 2003 to present.

CoCa's Response to Request No. 14:

CoCa objects to Request No. 14 because the information it seeks is not relevant to CoCa's ability to pay for alleged costs the United States has incurred or may incur at the Gilt

Edge Site. Without waiving any of its objections, CoCa states that the names of its Executive Officers and Board of Directors Members from 2003 to the present are set forth below:

May 2003 - May 2004

Officers	

Thomas F. Fudge, Jr., President John N. Galbavy, Vice President

Lewis E. Walde, Treasurer Tami D. Hansen, Secretary Directors

Thomas F. Fudge, Jr. John N. Galbavy Lewis E. Walde

July 1, 2003 — Thomas F. Fudge, Jr. resigned

July 2, 2003 — Ronald W. Clayton appointed as President & Director

May 2004 - May 2005

Officers

Ronald W. Clayton, President John N. Galbavy, Vice President Lewis E. Walde, Treasurer Tami D. Hansen, Secretary

Directors

Ronald W. Clayton John N. Galbavy Lewis E. Walde

May 2005 - May 2006

Officers

Ronald W. Clayton, President John N. Galbavy, Vice President Lewis E. Walde, Treasurer Tami D. Hansen, Secretary

Directors

Ronald W. Clayton John N. Galbavy Lewis E. Walde

July 29, 2005 — John Galbavy resigned

July 29, 2005 — Ian Atkinson appointed as a Vice President and Director

October 7, 2005 — Ian Atkinson resigned

October 7, 2005 — Michael H. Callahan appointed Director October 7, 2005 — Lewis E. Walde appointed Vice President

May 2006 — May 2007

Officers

Directors

Ronald W. Clayton, President Philip C. Wolf, Vice President Lewis E. Walde, Vice President & Treas.

Tami D. Hansen, Secretary

Ronald W. Clayton Philip C. Wolf Lewis E. Walde

May 2007 — May 2008

Officers

Directors

Ronald W. Clayton, President Philip C. Wolf, Vice President

Ronald W. Clayton Philip C. Wolf

Lewis E. Walde, Vice President & Treas.

Lewis E. Walde

Tami D. Hansen, Secretary

May 15, 2008 — Lewis E. Walde resigned

May 2008 — May 2009

Officers

Directors

Ronald W. Clayton, President Philip C. Wolf, Vice President Ronald W. Clayton Philip C. Wolf

James A. Sabala, Vice President & Treas.

James A. Sabala

Tami D. Hansen, Secretary

October 3, 2008 — Philip C. Wolf resigned

October 3, 2008 — Michael L. Clary appointed as Vice President and a Director

May 2009 — May 2010

Officers.

Directors

Ronald W. Clayton, President Michael L. Clary, Vice President James A. Sabala, Vice President & Treas. Ronald W. Clayton Michael L. Clary James A. Sabala

Tami D. Hansen, Secretary

March 31, 2010 - James A. Sabala resigned as Vice President & Treasurer

March 31, 2010 - Ronald W. Clayton resigned

March 31, 2010 - Alan MacPhee appointed President and Treasurer and as a Director

May 2010 — May 2011

Officers

Directors

Alan MacPhee, President & Treas. Michael L. Clary, Vice President Tami D. Hansen, Secretary

Alan MacPhee Michael L. Clary

James A. Sabala

Request No. 15:

In the Contract for Deed dated August 27, 1978 between the Estate of Magdalena Waggoner (as Seller) and Cyprus Mines Corporation and Congdon & Carey, Ltd. 5 (as Buyers), the Buyers agreed to carry liability insurance covering their operations at the Gilt Edge Site.

Please provide copies of all such insurance policies and all other casualty, liability and/or pollution insurance policies issued to or for the benefit of Congdon & Carey, Ltd. 5 or CoCa Mines, Inc. from 1960 to present, including but not limited to comprehensive general liability, primary, umbrella and excess policies, as well as any environmental impairment liability or pollution legal liability insurance. If you are aware of any such policies but do not have copies, identify each such policy by stating:

- a. name and address of each insurer and of the insured;
- b. type of policy and policy number;
- c. the per occurrence or per accident policy limits of each policy; and
- d. commencement and expiration dates of such policy.

CoCa's Response to Request No. 15:

CoCa objects to Request No. 15 as overly broad, unduly burdensome, vague and ambiguous. Without waiving any of its objections, CoCa states that it has thus far has been unable to locate any insurance policy which can be directly linked to the Contract for Deed dated August 27, 1978 between the Estate of Magdalena Waggoner (as Seller) and Cyprus Mines Corporation and Congdon & Carey, Ltd. 5 (as Buyers). CoCa has, however, located several CoCa and Congdon & Carey insurance policies that may be relevant to CoCa's ability to pay. CoCa notes that the majority of these policies contain pollution exclusions. Nevertheless, copies of these policies have been provided with these responses on a confidential basis. While certain Hecla insurance policies name CoCa as an additional insured, CoCa believes these policies are irrelevant to its ability to pay, since they contain absolute pollution exclusions and date back only to 1991, when Hecla acquired CoCa. As set forth in its 104(e) responses, this was long after CoCa divested itself of any interest related to the Gilt Edge Site.

VERIFICATION AND AFFIDAVIT

With knowledge of the penalties for false statements provided by 18 U.S.C. § 1001 (fine of up to \$250,000 and/or imprisonment), and with knowledge that this information is submitted by me as a responsible officer of this Corporation to affect action by the U.S. Department of Justice, I hereby certify that I understand the statement herein, and that the same is a true and correct to the best of my knowledge.

List Corporate Position

NOTARIZED CERTIFICATE

State of Idaho

County of Kortenau

BEFORE ME, the undersigned authority, on this day personally appeared Alan MacPhee known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of January

Onn C. Bobisch

Notary Public, State of <u>Eda ho</u>

2011.

My Commission expires: 10/31/20/2

(SEAL)

CoCa's Response to Request No. 1

Coca Mines, Inc.
Balance Sheet and Income Statement
As of and for the years ended December 31, 2009 through 2003

		2009		2008		2007		2006		2005		2004		2003
Balance Sheet														
Cash and cash equivalents	\$	2,615	\$	3,358	\$	2,575	\$	3,647	\$	2,528	\$	11,635	\$	57,122
Accounts receivable		2,760		2,760		2,760		2,760		2,760		2,760		2,760
Other current assets		262		262		262		262		262		2,102		2,102
Other non-current assets		· · · · · · · · · · · · · · · · · · ·						····						50,000
Total assets	\$	5,637	\$	6,380	\$	5,597	\$	6,669	\$	5,550	\$	16,497	\$	111,984
Accounts payable	\$	(10)	\$	(11)	\$	19	\$	20	\$	-	\$	1,542	\$	3,062
Accrued reclamation and closure costs		5,000		5,000		5,000		5,000		55,259		56,015		73,903
Total liabilities		4,990		4,989		5,019		5,020		55,259		57,557		76,965
Common stock Capital surplus:		128,087		128,087		128,087		128,087		128,087		128,087		128,087
Purchase allocation		30,718,442		30,718,442	;	30,718,442		30,718,442	;	30,718,442	;	30,718,442	3	0,718,442
Return of capital		(19,212,659)		(19,262,035)	('	19,304,640)	(19,317,635)	(19,335,845)		19,373,521)		9,293,878)
Accumulated deficit		(11,420,451)		(11,355,157)	Ċ	11,341,091)	Ċ	11,374,239)	Ċ	11,327,914)	Ċ,	11,331,480)	(1	1,281,157)
Current year income (loss)		(26,618)		(41,792)	-	(14,066)		33,148	•	(46,325)	•	3,566	·	(50,321)
Treasury stock		(186,154)		(186,154)		(186,154)	_	(186,154)		(186, 154)		(186,154)		(186, 154)
Total shareholders equity		647		1,391		578		1,649		(49,709)		(41,060)		35,019
Total liabilities and shareholders equity	\$	5,637	\$	6,380	\$	5,597	\$	6,669	\$	5,550	\$	16,497	\$	111,984
Income Statement														
Interest income	\$	-	\$	-	\$	-	5	-	\$	-	\$	428	\$	944
Other non-operating expense	٠	1,539	•	(4,082)	•	(6,842)	•	(715)	•	(200)	•	(269)	,	(161)
Provision for reclamation and closure costs		(28,157)		(37,710)		(7,224)		33,863		(46,125)		3,407		(51,104)
Net income (loss)	\$	(26,618)	\$	(41,792)	\$	(14,066)	\$	33,148	\$	(46,325)	\$	3,566	\$	(50,321)

CoCa's Response to Request No. 2

LEASE AGREEMENT

THIS LEASE is made effective the 1st day of September, 2010, between Creede Resources, Inc., a Colorado corporation, ("Lessor"), and Rio Grande Silver, Inc., a Delaware corporation, ("Lessee").

WITNESSETH:

In consideration of the covenants hereinafter contained to be kept and performed by Lessee, Lessor hereby grants a non-exclusive lease to Lessee upon the terms and conditions herein set forth, for the improvements more particularly referred to as the Mill Site property and improvements (collectively "Property") [Mineral County tax parcel number 476336200011].

Lessee hereby leases portions of said Property from Lessor subject to the covenants and promises following, which Lessee agrees to observe and perform, to-wit:

Section 1: Term

The parties agree to a one-year lease. The lease payment for the Property shall be five hundred dollars (\$500.00) per month, which payment is due in one lump sum on August 31, 2011. The total lump sum payment to be made by Lessee to Lessor shall be six thousand dollars (\$6,000.00). Either party may terminate the lease with thirty (30) days' written notice to the other party.

All lease payments shall be paid to Lessor or its authorized agent, at the following address:

Creede Resources, Inc.
Attn.: Paul Glader
6500 N. Mineral Dr., Suite 200
Coeur d'Alene, Idaho 83815-9408

Section 2: Uses

Lessee shall use said Property during the term of this lease for purposes related to the storage of drill core, and for such other purposes as agreed upon between Lessee and Lessor.

Section 3: Indemnification

Lessee agrees to return the Property to Lessor in reasonable condition following the termination of this lease, normal wear and tear excepted. Lessee agrees to indemnify Lessor and its affiliates for damage to said Property.

Lease Agreement Page 1 of 2

Section 4: Other Provisions

Lessee shall be responsible for all insurance, maintenance, repair, licensing, and operating expenses during the term of the lease. All terms of this lease and any disputes between the parties shall be subject to the laws of the state of Colorado.

This lease and its terms supersede all prior understanding and agreements between the parties.

The invalidity or unenforceability of any provision of this lease shall not affect or impair any other provisions.

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

Subject to the foregoing provisions, this lease and all the covenants and promises thereof shall inure to the benefit of and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this lease by their duly authorized representatives, in duplicate, the day and year first hereinabove written.

LESSEE

Rio Grande Silver, Inc.

LESSOR

Creede Resources, Inc.

Title: Vice President and Treasure

Title: 1

Lease Agreement Page 2 of 2 CoCa's Response to Request No. 5

		4	120		U.S. Corporation Income Tax Return		OMB No. 1545-0123
For			reasury	For	alendar year 2003 or tax year beginning , ending		20 03
Inter	nal Re	venus S	ervice .	>	Instructions are separate. See page 20 for Paperwork Reduction Act Notice.		
A		k if a:	return X	Use	Name B Emplo	yer kie	ntification number
•		Form		IRS	HECLA MINING COMPANY AND SUBSIDIARIES	-7-	DACTED
			ling co.	iabel. Other-	Number, street, and room or suite no. (If a P.O. box, see page 7 of instr.) C Date	incorpo	orated
		n Sch. F nal serv	rice corp.	wise.	6500 MINERAL DRIVE, SUITE 200	3	/21/1983
			Regulations	print or		assets	(see page 8 of instr.)
		.441-3(: :tions)	c)- see	type.	COEUR D'ALENE ID 83815		
			inchin haven	(t) Ini	ial return (2) Final return (3) Name change (4) Address change \$		
=	_		cable boxes:				263,271,184
			oss receipts or sa		63,396,403 b Less returns and allowances 29,393 c Bal	10	63,367,010
	3				dule A, line 8)	3	52,297,477 11,069,533
	4				ne 19)	4	6,314,275
2	5		•			5	5,399,839
ncome	6					6	0
	8	G	oss royalties	inoomo (uttach Schedule D (Form 1120))	7 8	400 225
	9				rm 4797, Part II, line 18 (attach Form 4797)	9	468,335 995,599
	10	Ot	her income (see page 9	of instructions-attach schedule)	10	4,539,396
<u> </u>	11	To	tal income.	Add lines:	B through 10	11	28,784,977
	12	Co	mpensation	of officers	(Schedule E, line 4)	12	7,371,848
Į.	13 14				employment credits)	13 14	1,881,713
ductions.)	15					15	o o
8	16	Re	ents			16	0
5	17					17	1,176,339
limberbons	18 19		erest	-ihutiono (ee page 11 of instructions for 10% limitation)	18	1,970,372
돌	73	Or De	preciation (a	noutons (s ttach Form	4562)	19	<u> </u>
4	}	Le	ss depreciati	on claimed	on Schedule A and elsewhere on return 21a 8,638,823	21b	106,406
Ş	722	_ De	epletion .			22	3,372,089
ş	23		lvertising .			23	3,858
2 5	24 25	Pe	insion, prolit- nolovaa bana	snanng, ei Mit noodran	c., plans	24 25	813,713
88	26				schedule)	26	20,099,983
	27	To	tal deductio	ns. Add lir	es 12 through 26	27	36,796,321
ğ	28				erating loss deduction and special deductions. Subtract line 27 from line 11	28	-8,011,344
	29	Le			ss (NOL) deduction (see page 13 of instructions)	29c	000 077 000
	30	Ta			line 29c from line 28	30	336,977,698 -344,989,042
	31	To	tal tax (Sche	dule J, line	11)	31	0
	32			7 -	redited to 2003 . 32a 0 and 5		
E			3 estimated to				
Tax and Payments			s 2003 refund ap x deposited v				
d.					stributed capital gains (attach Form 2439)		
ğ					rels (attach Form 4136). See instructions 32g 0	32h	0
X	33				page 14 of instructions). Check if Form 2220 is attached	33	0
1=	34				iller than the total of lines 31 and 33, enter amount owed	34	0
	35				s larger than the total of lines 31 and 33, enter amount overpaid	35	0
	36				ant: Credited to 2004 estimated tax O Refunded have examined this return, including accompanying schedules and statements, and to the best of my knowledge and better the companying schedules and statements.	36	<u> </u>
Sig	***				of preparer (other than texpayer) is based on all information of which preparer has any knowledge.		
	- 1		191	Wash	1 (21.21411 1 111) 21 4 1		iscuss this return with
He	LG	2	ignature of offi	rer	Date Title the pre-	•	nown below (see instruc-
		- 7	7		Date Po		's SSN or PTIN
P	- .		Preparer's signature	Xa	Checkif self- com	DAC1	
,	par	er's	Firm's name (1/4	RIS. LA RUE		
	On		if self-employe	d). 912	2 S QUAKING ASPEN LANE Phon	e no. 2	208-769-4138
			and address	VA	LEYFORD State WA ZIP of	ode 9	
(HTA))						Form 1120 (2003)

Form	1120 (2003)	HECLA MINING	COMPANY AND SU	JBSIDIARIE	S	REDACTED	Page 2
Sch	edule A Cost of	f Goods Sold (see page	14 of instructions)			
1	Inventory at beginn	ning of year					
2	Purchases					2	2,082,231
							148,492
V	Additional section :	263A costs (attach schedule)			4	0
5	Other costs (attach	schedule)				5	52,371,491
6	Total, Add lines 1	through 5				6	60,050,503
7	Inventory at end of	year				7	7,753,026
8	Cost of goods sol	d. Subtract line 7 from line (6. Enter here and o	n line 2, pag	e1	8	52,297,477
9 a		used for valuing closing inv					
		escribed in Regulations sec					
	•••	cost or market as described		dian 4 471 A			
	· · =	·	•				
		ecify method used and atta	•				<u></u>
b	Check if there was	a writedown of subnormal g	oods as described	in Regulatio	ns section 1.47	1-2(c)	▶□
c	Check if the LIFO i	nventory method was adopt	ed this tax vear for	any goods (i	f checked, attac	th Form 970).	
		ry method was used for this	=			· .	
a		•			•	sing 96	
	inventory computer						
		ced or acquired for resale, d					XYes No
f	•	nge in determining quantitie				•	
	inventory? If "Yes,"	'attach explanation				. .	Yes X No
Sche	edule C Divide	nds and Special Deduct	ions (see instruct	ions	(a) Dividends		(c) Special deductions
		ig on page 15)			received	(b) %	(a) x (b)
1		han-20%-owned domestic corp	orations that are subir	ect			
•		(other than debt-financed stock	•			70%	0
2		or-more-owned domestic corpor	•			10,0	
-	*	ther than debt-financed stock)	•	1		80%	
3	•	ed stock of domestic and foreign cor				see instruct	
4		preferred stock of less-than-209			 	42%	Ö
~ .						48%	0
		preferred stock of 20%-or-more han-20%-owned foreign corpora	•			4070	<u> </u>
~ <i>_</i>				us I.		70%	
7		: 70% deduction		· · · - -		7070	<u> </u>
7		• •	1	1		9096	
	•	80% deduction				80% 100%	0
8	•	med foreign subsidiaries subject to the				100%	<u> </u>
9		ough 8. See page 16 of instructi	*				<u> </u>
10		stic corporations received by a				4000	
		nder the Small Business Investr				100%	0
11		SCs that are subject to the 100% dec				100%	0
12		group members subject to the 100%	•			100%	0
13		foreign corporations not include			0011-		阿拉尼尼亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚亚
		d foreign corporations under su	· •	(s) 5471) _	6,314,27	D	
		s-up (section 78)		· : : :			
		DISC dividends not included on the	lines 1, 2, or 3 (sectio	n 246(d))			
17	Other dividends	• • • • • • • • • • • • • • • • • • • •			esten kennett maket et		是一种"多洲"的多种类。
18		ds paid on certain preferred stor		· · · · 🏙			CM CM States programme and programme according
		lines 1 through 17. Enter here			6,314,27	15 18 18 18 18	
		ions. Add lines 9, 10, 11, 12, a				<u> </u>	<u>▶ 0</u>
che		nsation of Officers (see					
	Note: Co	omplete Schedule E only if to				page 1) are \$5	600,000 or more.
	fol blome of officer	(h) Oasial assume	(c) Percent of	•	nt of corporation	-	
,	(a) Name of officer	(b) Social security number	time devoted to		tock owned		nount of compensation
1 9	ee attached strnt.		business 0%	(d) Commo	on (e) Prefer	54	7,371,848
- 30	on anamien suit		0%	0%	0%		
							0
			0%	0%	0%	·	0
_			0%	0%	0%		0
·	T-4-1		0%	0%	0%		7.074.040
	Total compensation		A and clearly are a			• •	7,371,848
		ficers claimed on Schedule				• •	0
4	Subtract line 3 from	line 2. Enter the result here	and on line 12, pa	ge 1	<u> </u>		7,371,848

Note: If the corporation, at any time during the tax year, had assets or operated a business in a foreign country or U.S. possession, it may be required to attach Schedule N (Form 1120), Foreign Operations of U.S. Corporations, to this return. See Schedule N for details.

(other than stock dividences and distributions in exchange for stock) in excess of the corporation's

current and accumulated earnings and profits? (See

if "Yes," file Form 5452, Corporate Report of

If this is a consolidated return, answer here for

the parent corporation and on Form 851,

Affiliations Schedule, for each subsidiary.

Nondividend Distributions.

Are the corporation's total receipts (line 1a plus lines 4

at the end of the tax year less than \$250,000? . .

If "Yes," the corporation is not required to complete

through 10 on page 1) for the tax year and its total assets

Schedules L, M-1, and M-2 on page 4. Instead, enter the

total amount of cash distributions and the book value of

property distributions (other than cash) made during the

tax year. ► \$

368,207,865

-26,593,657

420,048

394,381,474

Distributions:

Other decreases (itemize): SEE STATEMENT

Add lines 5 and 6

Balance at end of year (fine 4 less line 7)

a Cash . . .

b Stock

c Property . . .

Balance at beginning of year

Net income (loss) per books

SEE STATEMENT 420,048

Add lines 1, 2, and 3

Other increases (itemize):

-396,058,727 Form 1120 (2003)

1,677,253

1,677,253

Form 851

Affiliations Schedule

estment of the Treasury

File with each consolidated income tax return.

12/31

OMB No. 1545-0025

e of common parent corporation

CLA MINING COMPANY AND SUBSIDIARIES

Number, street, and room or suite no. (If a P.O. box, see instructions.)

Tax year ending

Employer Identification number REDACTED

6500 MINERAL DRIVE, SUITE 200

City or town, state, and ZIP code COEUR D'ALENE, ID 83815

Par	Overpayment Credits, Estimated Tax Payments	, and Tax Deposits (S	See instructions.)	
Corp. No.	Name and address of corporation	Employer Identification number	Portion of overpayment credits and estimated tax payments	Portion of tax deposited with Form 7004
1	Common parent corporation		0	
	Subsidiary corporations: MWCA, INC.			
2	SAME	0240302 10 1	0	
	COCA MINES, INC.			
3	SAME	REDACTED	0	
	CREEDE RESOURCES, INC.			
	SAME	REDACTED	0	
	HECLA VENTURES CORP			
	SAME	E_REDACTED	0	
	NEVADA MINE PROPERTIES			
6	SAME	REDACTED	0	(
-	HECLA INTERNATIONAL MINING, INC			
7	SAME	REDACTED	ol.	. (
	GOLDEN FINANCIAL CORPORATION			
8	SAME	_REDACTED	. 0	
	EL CALLAO GOLD MINING COMPANY	·	·	
_	SAME	REDACTED	o	. (
`	CALUMET MINING COMPANY			
. j	SAME	REDACTED	. 0	(

Part II Principal Business Activity, Voting Stock Information, Etc. (See instructions.)

Totals (Must equal amounts shown on the consolidated tax return.)

Согр.	Principal business activity (PBA)	PBA Code	make any i	ubsidiary nondividend utions?	L		holdings at beginning of year	
No.	·	No.	Yes	No	Number of shares	Percent of voting power	Percent of value	Owned by corporation no.
1	Common parent corporation: MINING	212200						
	Subsidiary corporations: LANDSCAPE MATERIALS	327900		Х	74,506	100.00%	100.00%	1
3	MINING	212200		х	1,500,000	100.00%	100.00%	1
4	MINING	212200		. X .	1,000	100.00%	100,00%	1
5_	MINING	212200		х	1	100.00%	100.00%	1 .
6	MINING .	212200		х	1,000	100.00%	100.00%	1
7	MINING	212200		х	1,000	100.00%	100.00%	1
8_	FINANCE	522220		х	30,000	100.00%	100.00%	1
9	MINING	212200		х	50,000	100.00%	100.00%	1
10	MINING	212200		x	25.000	100.00%	100.00%	1

For Paperwork Reduction Act Notice, see instructions. (HTA)

Form 851 (Rev. 12-2003)

COCA 000009 BUSINESS CONFIDENTIAL

Form 851 (Rev. 12-2003)

Form 851 (Rev. 12			KEDACTED	Page 3
Part IV Ac	Iditional Stock Information (See instr	uctions.)		
1 During the ti	ax year, did the corporation have more than	one class of stock outstanding?.	[Yes X No
if "Yes," ent	er the name of the corporation and list and	describe each class of stock.		
Согр.			a.	. 4
No.	Name of corporation		Class of stock	
				·····
1				
		·		
				_
	ex year, was there any member of the cons	olidated group that reaffiliated within	n 60	
	saffiliation?er the name of the corporation(s) and expla	in the drawnstance	L	Yes X No
11 165, 6110	ar the name of the corporation(s) and expla	in the Cicumstances.		
Corp.	Name of corporation		Explanation	
No.				
			····	,
1.				•
		<u> </u>		
	•	·	•	
1				
if "Yes," ente	ember of the affiliated group? r the name of the corporation and see the	instructions for what to enter in Item	ns 3a, 3b, 3c,	Yes X No
Porp. No.	Name of corporation	Item 3a	Item 3b	Item 3c
		%	%	%
.		%	%	9/
				%
	·.	%	%	%
			,	
		%	%	%
orp. Hom 3d_P	rovide a description of any arrangement.		<u>, </u>	
No.	Torac a document of any arrangement			
· · · · · · · · · · · · · · · · · · ·		•		
	•	•		•
			•	
		<u> </u>	 	
		<u> </u>		
	-		Form	851 (Rev. 12-2003)

Hecia Atlatag Company & Subsidiaries 6500 Mineral Drive, Sulta 200 Cocur d'Alena, 10 83818 Year Endoti 12/31/03 FEIN; REDACTED

intement 1 - Form 1/20, Page 1		Hoda Mining Company & Subsidiaries REDACTED	Elhainations	ifecia Mining Company IREDACTED	Golden Financial Corp REDACTED	MWCA REDACTED	Nine Corporation REDACTED	Coen Mines REDACTED	Creede Recorces REDACTED	Hecia Ventures REDACTED
iross Receipts or Sales	la	63,396,403	0	41,532,160	21,315,809	548,434	. 0	0	0	
ass Returns and Allowanees	16_	29,393	0		. 0	29,394		0		
ket Receipts Or Sakes	ic	63,367,010	0	41,532,160	21,315,809	\$19,040	0	0	0	
Cost of Goods Sold (Strit 2 - Sch. A., Line 8)	2_	52,297,471		31,604,798	20,185,372	507,30R	0	0	0	
iross Profit	3	11,069,533	. 0	9,927,363	1,130,437	11,732	0	0	0	
Xyidends	4	6,314,275	6,3 14,275	0	0	0	0	Ó	0	
nterent	5	5,399,839	0	3,118,908	279,846	141	0	944	Ō	
iross Rentz	6	0	0	0	. 0	0	0	0	Ö	
iross Royalties	7	0	0	. 0	0	0	0	ð	0	
apital Gain Net Income (Sch. D)	8	466,335	0	466,335	0	0	0	0	Ö	
el Gain or (Loss) from 4797, Part II, Line 18	9	995,599	0	995,599	0	0	0	ò	ō	
Other Incomu (Statement 5)	10_	4,539,396	(6,3 (4,275)	10,848,154	0	3,909	0	Ō	0	1,6
otal Income	"1"	28,784,978	0	27,356,358	1,410,283	15,782	0	944		1.6
emperantion of Officers (Start 6 - Sch. E., Line 4)	12	7,371,848	7,371,848	n	4			•	^	
daries and Wages (less Employment Credit	13	1,881,713	(7,371,848)	8,881,239	"	13,294		v A	×	359.0
enairs and Maintenance	14	0	(1,5.1,5.0)	ورعرا دوره	×	7	Ň		ž	339,0
ad Debis	15	ň	ă	ň	Ă		,	V		
mila	16	ň	ŏ		ň	Ň	Š	ű.		
axes and Licenses (Statement 7)	iż	1,176,339	ŏ	1,176,339	ň	ă	ň	ň	ň	
larest	í#	1,970,372	ŏ	1,970,372	ň	ň	× ×	,	Ň	
haritable Contributions	. 10	0	ŏ	0,5,0,5,2	Ň	ň	X	, v	×	•
uprociption (Form 4562)	20	8,745,229	ň	8,706,708	ň	38,521	×	,	, v	
ess Deprociation - Son A	21	(8,638,823)	ň	(8,600,302)	, ,	(38,521)	, v	v	v v	•
cpletion	22	3,372,089	ă	3,372,089	, v	راعروب ۸	Ÿ	v	, v	
dvertising	23	3,838	ň	۵۰۰۰ میرد ۵	, v	3.858		ž	V	
msion, Profit Sharing, etc. plans	24	7,400	ő	Ŏ	ň	0.000	, v		, ,	
mployee Benefits Program	25	813,713	ă	813,713	Ä	ň	ž	,	,	
ther Deductions (Statement 8)	26	20,099,983	•	18,203,673	11,702	438,169	Š	388,802	×	(.057.6
and Deductions	27-	36,796,322	í í	34,523,832	11.702	455,321	, y	388,802	``\	1,416,6
mable Income (Loss) before NOL	28	(8,011,344)	0	(7,167,474)	1,398,381	(439,539)	<u>y</u>	(387,858)	<u> </u>	(1,415,0
iss : Net Operating Loss	29a	336,977,698	ŏ	335,172,721	A Property A	(100,000)	å	(387,838) 1.599,527	205,450	(1/4)3/0
Special Deduction (Stmt 9 - Sch C. Line 20)	29b	0.000	ŏ	0	ň	Ď	Ň	72 <i>ټوو</i> ټرا 0	.202,430	•
proble Income (Loss) Before NOL Or DRD	30	(344,989,042)	<u></u>	(342,340,195)	1,392,581	(439,539)	<u>v</u>	(1,987,385)	(205,450)	(1.413.0
		0	,	15-14-2-10-10-1	1,274,74	(433,2331	<u>v</u>	ر ده در ۱۹۷۰ ا	12(15,439)	11.413.15

Hecia Mihing Company & Subsidiaries 6500 Mineral Drive, Suite 200 Casur d'Alene, 1D 83815 Year Endesi 12/31/00 FEIN:REDACTED

Form 1120, Page 2		lice's Mining Company & Subsidiaries REDACTED	Eliminations	Heda Mining Company REDACTED	Golden Financial Corp REDACTED	MWCA REDACTED	Nine Corporation REDACTED	Coce Mines REDACTED	Creede Resources REDACTED	Hecia Ventures REDACTED
Statement 2 - Schedule A - Cost of Goods Sold	<u>.</u>						•			
tavestory at Beginning of Year	,1	5,448,289		4,595,319	565,176	287,794	Q.	0	0	
Pinehaues	2	2,082,231	_	611,536	1,980,975	(510,299)	0	0	0	
Cost of Labor		141,492	0	0	Ō	148,492	0	0	0	
Additional Sec. 263A Costs (Statement 3)	•	70.000.000	. 0	0.		9	9	0	0	
Cher Costs (Stamement 4)	- 5	52,371,490	<u>_</u>	31,604,798	20, 185, 372	\$81,320	0	<u>, ó</u>	<u> </u>	
ous aventury at End of Year	. 2	60,050,503 7,753,026	v	36,811,672 5,206,873	22,731,523 2,546,151	507,308	0	0	0	
Cost of Goods Sold	,	52,297,477		31,604,798	20,185,372	507,308	0	<u> </u>		
trink of George Willer	°=	76-57-7/1		STONATING	EA 18373 LY	J07,308	ő			THE RESERVE AND ADDRESS OF THE PARTY OF THE
Stock Methods of Inventory that Apply	94	V	•	•	v	٧	Ų	0	•	
1 Court as Described in Res. 1.471-3	74		,				N/A		N/A	4
Lawer of Cost or Market				x		×			7447	
II Other (Soceify)					•	-	Ň/A			
Vas there a tvaledown of Subnormal Goods	96			No	No	Na				
heck in LIFO Inventory Method Adopted	90				*.•	,	N/A		N//	
f Life Inventory Used, Percentage Under LIFO	94			0	٥	٥	N/A		****	
f property produced/acquired for resale	9e					•	****	•		•
does Sec. 263A apply?				Yes	Yes	Yes	N/A	Ye.	s N//	۸ ۱
Yas there any change in determining quantities	96									•
cost, or valuations between opening and			and the second		*					
closing inventory?				No	No	No	N/A	. N	o N/A	۱ ا
. 9										
itatement 3 - Additional See, 263A Costs	_	·_			_				_	
Change to See, 263A Costs Total	_		- 0	<u></u>	<u> </u>		<u>Q</u>		<u></u>	4
1 Octob		<u></u>	<u>Y</u>		<u></u>		<u> </u>	0	<u> </u>	
	·	Heels Mining								
e e		Company &		Heela Mining	Golden		Nine	Cora	Croeda	liccia
	1	Subsidiaries		Company	Financial Corp	MWCA	Corporation	Mines	Resources	Ventures
Porm 1120, Page 2	. 1	REDACTED	Eliminations	REDACTED	REDACTED 9	REDACTED 1	REDACTED	REDACTED	REDACTED	REDACTED
Statement 4 - Other Costs									1 1 1 1 1 LD	TTT-LEDTO LED
Cost of Sales: - Mining	-	34,381,003	6	14,195,631	20,185,372	0	. 0	٥	0	J
Cost of Sales: - Milling		5,220,017	. 0	5,220,017	n	ō	ŏ	ā	ì	J
Cost of Sales: - General Plant		4,230,572	Ó	4,230,572	Ö	ò	ď	Ŏ	i 0	,
Cost of Sales: - Dep./Amort.		8,638,823	. 0	8,600,302	O	38,521	0	ă		i
Cost of Sales: - Other Operating		(98,926)	. 0	(641,725)	. 0	542,799	Ò	Ō	0	,
Transfer to MWCAC Total Other Costs		52,371,490	0.	31,604,798	20,185,372	0 5×1,320		0	<u>0</u>	

					· · · · · · · · · · · · · · · · · · ·				
Form 1120, Page 1	lleela Mining Company & Subsidiaries REDACTED	Eliminations	iteria Mining Company REDACTED	Golden Financial Corp REDACTED	MWCA REDACTED	Nine Corporation REDACTED	Cora Mines REDACTED	Creada Resources REDACTED	lieda Ventures REDACTED
Statement 5 - Other lessome									
Mise, Income Mise, Income - Service Income Mise, Income - Marketing	4,284,397 255,000 0	0	4,278,879 255,000	0	3,909 0	0	0	0	1,609
Misc, Income - IRIL Total Other Income	6,314,275 10,853,671	0	6,314,275 10,848,154	. 0	0 3,909		0		0
*****			340,000			**************************************		<u>-</u>	
Statement 7 - Taxes & Licenses									
Foreign Income Tax Expensed State Income Tax Expense	673,466 5,944	9	673,466 5,944	D	0	0	0	. 0	0
Pensonal Property Taxos Total Taxos & Licenses	496,929 1,176,339	<u> </u>	496,929 1,176,339	<u> </u>		0			0
Statement 8 - Other Oxidations			•				•		
Exploration Expense Corporate Services	(287,476)	0	(464,159)	0	0	0	. 0	0	176,683
Gen'l & Admin Expense Ingumee	106,060 1,373,571	0	0 1,3 <i>1</i> 3,271	Ö	106,060	0	0	0	0
Local Administration	0	0	Ò	Ó	Ď	ō	Ď	Ö	ō
Misc, Office Expense Business Promotion	183,589 19,527	0	19,527	0	96,027 0	0	0	0	87,562 0
Marketing Expense Reclamation Expense	0 4,532,644	. 0	0 4,283,332	q O	0 227,988	. 0	0	0	0 21,325
Royalty Expense Professional Services	0 772,06 6	0	0	υ 0	. 0	0	0	0	l) 772,066
Travel & Entertainment Life Property Expunse	(55,672) 771,449	0	(53,818) 382,808	0	146 [.] 0	0	Ö 388,641	0	: 0
Mise, Expense Provision for closed	12,684,225 0	Ð 0	12,664,413 0	11,702 0	7,949 0	0	161	0	Ü
Other Expunse Total Differ Deductions	20,0FJ,983	0	18,203,673	11,702	438,169	0	388,802		1,037,637

llecia Mining Company & Subsidiaries 6500 Mineral Drive, Suñe 200 Coenr d'Ainne, 10 23815 Year Ended: 12/3/03 FEINNEDACTEO

Form 1120, Page 2 Com'd	Flecia Mining Company & Subsidiaries REDACTED	Eliminations	Hecia Mining Company REDACTED	Golden Plusnelal Corp REDACTED	MWCA REDÄGTED	Nine Corporation REDACTED	Coes Mines REDACTED	Creeds Resources REDACTED S	Hecia Ventures REDACTED
Statement 9 - Schedule C - Dividends and Special Deductions	•								
Dividends Eligible for 70 Schoduction Deduction Percentigu Total to Sch. C Line	70,00%	70,10% 70,10%	70,00% 0	70,00% 0	70,003 0	0	70.00% 0	0 70.00% 0	C
Dividends Eligible for 100% Deduction (243(A)(1) Deduction Percentage	0 100,000 0	0 100,01% 0	0 108.00% 0	0 100.00% 0	. 100,005	0 100,00% 0	100.00%	0 100,00%	0 100,00% 0
Total Dividends Received Deduction			0		. 0	. 0	0	Ò	0

Hecia Mining Company & Subsidiaries 6500 Mineral Drive, Snite 200 Coera d'Alcae, 10 838 15 Year Enderi 12/21/03 FEINREDACTED

	į.	Hecia Mining	•		.					
		Company &		tiecle Mining	Golden		Nine	Cota	Creede	Hiccia
Form 1120, Page 3		Subdistles REDACTED	Eliminations	Company REDACTED	Financial Corp REDACTED	MWCA REDACTED	Corporation REDACTED	Mines REDACTED	Resources REDACTED	Ventures REDACTED
		142040120	pijiii.autolia			((23/10/25	KEDACIED	TILBAGILD	KEDACTED	KLUMSTED
Statement 10 - Schedule K. Other Information	 .								•	
Method of Accounting	1		*	Acenal	Acenud	Accrual	Acerual	Accrual	Aecnsal	Acental
Business Activity Code No.	2n			212200	522220	327900	212200	212200	212200	212200
Business Activity	2b			Afining	Financo	Landscaping	Mining	Mining	Mining	Mining
Product Or Service	2¢			Motals	Finance	Landscaping	Motals	Metals	Metals	Metals
Did the Corporation of the und of the year own,	3			**		M.		••		
directly or indirectly, 50% or more of the voting stock of adomestic Corporation?	•			Yes	No	No	No	No	No	No
ROOK OF BEINGHTE CONFORMED AT				See Form 851					•	
is the corporation a subsidiary in an affiliated group	4			Sec Ponn 831						
or a parent subsidiary controlled group?	•			No	Yes	Yes	Yes	'Yes	Yes	Yes
Did any individual, partnership, corporation, estate	5			MD	T COS	703	161	168	Yes	TOS
of trust at the end of the tax year own, directly	,			•						
or indirectly 50% or more of the corporations										
stock?				No	Yes	Yas	Yes	Yes	Yus	Yes
if Yes, attach Statement				140	Sec Form 851	See Form #51	Sec Form 851	Sea Form #51	See Form 851	Sec Form \$51
During the tax year, did the corporation pay	6				Dec 1 (1)11 (3)1	Total and and	ore Lown on I	2/2 1 0110 12 1	Sec ruitt 431	360 t Dim 43 t
dividends in excess of the corporations carnings	•									
and profits?				No	No	Na	No	No	No	No
Did one foreign person at any time during the tax	7				***					
year own, directly or indirectly, at least 25% of	•									
(a) the total voting power of all classes of stock										
of the corporation with a right to vote, or (b) the						,				
total value of all classes of stock of the										
corporation?	•			No	No	No	No	. No	No	No
If yes, percentage ovenous										
Enter owner's country										
Number of forms 5472 attached										
Chack if the corporation issued publicly offered	8									
dubt instruments with original issue discount.		•		NA	N/A	ΝΆ	N/A	NA	N/A	N/A
Enter amount of any tax exempt interest received	9			_		_	_	_	_	_
or accrued during the tax year				0	0 .	0	0	0	0	0
Enter the number of shareholders at year end	10									
if 75 or fever If the corporation has a NOL for the tax year and	- 11									
is electing to forego the carryback period.	. 11									
it cictum to rougo me entrymen benon,										
Enter the available NOL corryover from prior	12									
tax years.		336,977,698		335, [72,72]				1,599,527	205,450	
Are the corporation's total receipts for the tax year	13	*********						4007,061	243,430	
and its total assets at the end of the tax year less										
than \$250,000?				No	No	Yes	Yes	Yes	Yes	No
					•••		• • • •	• •	• • • • • • • • • • • • • • • • • • • •	•••

lleda Micing Company & Subsidiaries 6500 Mineral Driva, Sulto 200 Cocur d'Alene, ID 83818 Vear Enderi 12/34/03 FEINREDACTEO 0

Form 1120, Page 4		Ileata Mining Company & Subsidiaries REDACTED	Eliminations	Heels Mining Company REDACTED	Golden Financial Corp REDACTED	MWCA REDACTED	Nine Corporation REDACTED	Cora Mines REDACTED	Creede Resources REDACTED	Hecla Ventures REDACTED
Statement 11 - Schedule L. Berinning of Year	_							,		
Cosh		15,464,635	0	15,055,300	1,915	239,654	٥	20,830	286	146,6
Frade Notes and Accounts Receivable	20	5,532,192	ō	5,367,578	0	161,854	, v	2.760	200	140,0
ess Returns and Allowaness	25	0	ō	9,0,0,0	ă	0	•	4,700	ň	
rentatics	3	5,448,289	Õ	4,595,319	565,176	287,794		0	Š	
S. Gorennacat Obligations	4	0	Ď	0	200,1,10	A		ž		
n-Exempt Socialities	Ś	ă	ä	ŏ	č	ĭ	ň	ň	ž	,
ther Current Assets (Statemers, 12)	6	1,109,061	ŏ	1,112,189	ŏ	(3,128)	ň	ů á	ň	
oons 10 Stockholders	. 7	0	Ó	1,,,,,,,	ā	0,1-0,	ŏ	Ď	ň	
orngage and Real Estate Leans		0	Ď	ō	ŏ	ā	ő	Ň	. 0	
ther Investments (Statement 13)	9	37.517.833	1,951,516	35,512,215	ŏ	ă	ă	54,102	ň	
rilding & Other Depresiable Assets	10a	215,266,496	8	195,298,021	ō	2,472,017	ř	17,496,458	, ,	
as Accumulated Depreciation	106	(151,184,910)	Ď	(131,216,435)	ŏ	(2,472,017)	ŏ	(17,496,458)	ŏ	
enletable Assets	Ha	Ó	9	0	ō	0		(11471440)	Ď	
as Accumulated Depletion	116	Õ	ő	ă	Ď	ă	,	ž	ň	
and .	12	ŏ	Ó	Ō	ĭ	ă	ă	ň	č	
tonaible Assets	13a	. 0	ó	ō	Ö		ŏ	ň	å	
es Accumulated Amerization	13b	Ď	ā	á	ă	· å	ŏ	š	ă	
her Assets (Statement 14)	14	5.671.25B	(5,865,717)	11,536,975				ň	ň	
Potel Amets	15	134,824,854	(3,914,201)	137,261,163	567,(R)D	686,173	ă	77,692	236	146,
									8,10	
occurts Payable	16	5,235,747	(478,604)	6,287,448	1,373,840	220,383	0	(1,561,661)	(((43,69)	87,
origages, notes, beads payable <1 year	17 18	0	0	. 0	۵	. 0	¢.	· · · · · · · · · · · · · · · · · · ·	0	
hyr Current Linbilities (Statement 15)		52,364,888	5,927,708	58,294,787	(687,676)	(7,852,501)	0	(18,230,749)	1.280.508	13,432,
ons from Stockholders	19	0.	Ö	. 0	0	Ö	٥	0	Ò	•
origagos, notes, bands payable > 1 year	20	7,557,633	741,886	6,813,747	0	0	O	0	C C	
her Liablihica (Statement 16)	21	42,860,717	Q	41,213,303	Q	567,446	0	479,968	0	
upital Stock a) Proferred Stock	22a	188,350	Ó	188,350	0	Ò	0	. 0	0	
pital Stock b) Common Stock	22 b	21,547,295	(158,087)	21,547,295	30,000	0	0	128,087	8	
id in or susplus expital	23	373,396,090	(21,388,648)	365,583,800	. 0	Ó	0.	30,765,434	1,000	(1,363,
rtained Earnings - Appropriated	24	0	0	0	0	Ó	0		. 0	• • • • • • • • • • • • • • • • • • • •
stained Earnings - Unappropriated	25	(368,207,865)	11,255,390	(363, 151,656)	(149,075)	7,750,844	Ō	(11,3(7,253)	(588, 131)	(12,007,
es Cost of Treasury Stock	26	(118,001)	186,154	{(18,00)}	0		0	(186,154)	. 0	
Fotal Liabilities and Stockholders Equity	27	[34,824,254	(3,914,201)	137,261,163	567,090	686,173	0	77,692	286	146.
		(0)	(0)	(0)	0	Ô	0	Ó	0	

	flecia Mining Company & Subsidiaries REDACTED	Eliminations	Flecia Mining Company REDACTED	Golden Financial Corp REDACTED	MWCA REDACTED	Nine Corporation REDACTED	Coca Mines REDACTED	Creedo Resources REDACTED	Heels Ventures REDACTED
Statement 12 - Other Current Assets		•							
Prepaid Exposses Other Receivable Total Other Current Assets	\$80,359 228,702 1,109,061	0 0 9	883,487 228,702 1.112,189	0 0 0	(3,128) (3,128)	0	0 0	0 0	0 0
Statement 13 - Other Investments									
Investments in Subsidiaries Investments Miscellandous other Investments Total Other Investments	25,364,015 53,892 12,099,926 37,517,833	(10,171,193) 22,783 12,899,926 1,951,516	35,483,106 29,109 0 35,512,215	0 0 0 0	0 0 0 0	0 0 0	52,102 2,000 11 54,102	0 0 0 0	0 0 0
Sustement 14 - Other Assets		,							
Other L.T. Notes and Accounts Receivable Accounts Receivable - Affiliance CIP Tax Receivable Misser Janeous	462,591 5,208,667 0 0	0 (3,865,717) 0 0 0	462,591 11,074,384 0 0	0 0 0 0	0 0 0 0	0 0	0	· 0	99,839 0 0 0
Total Other Assets	5,671,7358	(3.865,717)	11,516,975	Ö.		0	6	n.	99,839
Statement 15 - Other Caccam Liabilities	a 14a mad		2410142	_	24.400	_		_	_
Payroli Fuderal Income Tax Payable Dividend Payable Sales Tax Payable Payrol Taxes Payable Taxes - Other Interest Accrued Persion Liability Affiliates Payable Miscellaneous	2,443,975 695,475 0 4,h01 1,884 133,222 3,222,233 0 44,955,752 0	11,793,425 (5,865,717)	2,419,172 693,475 0 3,966 5,447 133,222 3,209,850 (11,793,425) 62,712,754	0 0 0 0 0 0 0 0 0 0 0	24,803 0 0 35 (3,563) 0 12,403 0 (7,856,179)	0 0 0 0 0 0 0	0 0 0 0 0 0 0 (18,230,749)	0 0 0 0 0 0 0 0 0 1,289,508	0 0 0 0 0 0 0 13,632,811
Other Employee Benefits Total Other Current Liabilities	908,326 52,364,888	() 5,927,708	908,326 58,294,787	(6\$7,67 <u>6)</u>	(7.852,501)	0	(18,230,749)	1,2%0,50B	13,632,811
Sessement 16 - Other Linbilities									
Deferred Foteral Incomo Taxes Deferred Reciamation Costs Deferred Compensation Miscellancous Total Other Liabilities	(3,000,000) 47,326,942 (1,400,223) (66,002) 42,860,717	0 0 0 0	(3,009,000) 46,279,528 (1,400,223) (66,002) 41,813,303	0 0 0 11	0 567,446 0 0 567,446	0 0 0 0 0	0 479,968 0 0 - 0- 479,968	0 0 0 0	0 0 0

Heela Mining Company & Subsidiaries 6500 Mineral Drive, Suite 200 Cocar d'Alone, 10 83815 Year Endrei: 1231103 FEINREDACTED

•	-									
Form 1120, Page 4		licela Mining Company & Subsidiaries REDACTED	Rijminations	Hecia blining Company	Golden Financial Corp	MWCA	Nine Corporation	Cocs Mines	Creede Resources	Hecia Vontures
FORM 11404 FARCS		REDACTED	- Kliminations 1	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Statement 17 - Schodule L. End of Year										
Cash	1	108,441,771	0	108,236,935	1,360)1,785		77.260	216	94,14
Finds Notes and Accounts Receivable	20	5,760,476	Õ	5,750,045	Ö	7,671	ă	2.760	7	27617
Less Returns and Allogranoes	25		. 0	0	0	0	ō	-,	ă	
nvcntorics	. 3	7,753,026	0	5,206,873	2,546,151	Ö	· ū	ŏ	ā	
J.S. Government Obligations	- 4	0	Ö	O	Û	Č	õ	ă	ő	
Tax-Exempt Secunillus	5	0	0	0	Ō		Ä	ň	ŏ	
Other Current Assets (Statement 18)	6	1:310,002	0	1.276.339	Ď	33,663	ă	ő	ŏ	
Loans to Stockholders	7	G	G	9	ā	0	ī	ň	Ď	
Mortgage and Roal Betate Loans		ō	Š	ā	ă	ň	ň	n		
Other Investments (Statement 19)	· p	60,791,486	13,490,179	47,254,205	ň	ă		54,102	ň	
Building & Other Depreciable Assuts	10a	217,553,378	0)06,530,163	ŏ	2,472,017	Š	17,471,458	Š	1.079.74
ess Accumulated Depreciation	105	(160,110,415)	Ď	(140, 166, 940)	ĭ	(2,472,017)		(17,471,458)		1,019,11
Depictable Assets	ÍΙα	Trainer rindright		Crastinate tal	,	(1144417144)	Ž	19645141)	, v	
Less Accumulated Depiction	1)6	ň	ō	ň	ř	Š	ž	v ·		
Land	12	ň	'n	ň	v A	ž		Ÿ	y o	
Intangible Assets	läa	ĭ	ž	ř	•			ÿ	<u>,</u>	
Less Accomulated Amortization	135	*	ž	Š	v ·	ų.	U	0	0	
Other Assats (Statement 20)	139	21,764,460	19.203.879	(1,259,860)	9 690 411	Ů	Ų	0	0	
Total Assets	77—	263,271,184	32,784,058	222,847,761	3,730,44) 6,277,952	53,119	<u>y</u>	0		
TOTAL FIRMS	·	293.271.197	32,165,036	222,847,761	0.411.934	75, 17	. U.	134,122	236	1,173,88
Accounts Poyable	16	8,005,011	#1 dats	5.145.899	é ant 144					
Morigagos, notes, bonds payable <1 year	10	4,000,011	(61,881)	3, f43,43A	5,091,114	3,846	0	(1,534,081)	(693,091)	51,20
Other Current Liabilities (Statement 21)	17	74,737,667	91.040.014	42 AA1 A41	,,,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	de note and	. 0	0	0	
Loans from Stockholders	15	74,757,007	31,840,911	51,274,951	(43,264)	(7,960,831)	. 0	(17,763,936)	1,780,508	16,111,31
Mongages, notes, bonds payable >1 year			1.004.516	4.000	0	0	Ō	Ō	9	
Mongages, notes, cones payable >1 year Other Liabilities (Statement 22)	20 · 21	4,843,451	1,776,017	4,633,040	0	0	Ō		Ģ	(1,563,60
Capital Stock a) Preferred Stock		65,902,780 116,194	. 0	65,598,877	0	230,000	0	73,903	0	
Capital Stock b) Common Stock	220			116,194	0	õ	Ģ		0	
	22b	28,916,352	(128,087)	28,886,352	30,000	0	0	128,087	0	
Paid in or surplus capital	23	476,926,457	(10,444,693)	456,604,697		Ō	0	30,765,453	1,000	
Retained Earnings - Appropriated	24	0	0	0		9	0	0	0	
Remined Earnings - Unappropriated	25	(396,058,727)	9,613,637	(389,294,247)	1,200,102	7,778,103	0	(11,347,150)	(588,131)	(13,423,04
Less Cost of Tremsury Stock	26	(118.001)	18(1)54	(118,001)	0		0	(186,154)	0	
Total Liabilities and Stockholders Equity	27	263,271,184	32,784,05\$	222,847,761	6,277,952	53,119	.0	134,122	2#6	1,173,81
		0	ത		0		0	0	Ď	

	Hecla Mining Company & Subsidiaries		Heela Mining Company	Golden Financial Corp	MWCA	Nine Corporation	Cota Missa	Creeds Resources	Fleela Ventures
	REDACTED 8	Diprinations	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Statement 18 - Other Current Assets		•							, -,
Prepaid Expusses Other Recoivable	1,156,300 153,702	0	1,122,637 153,702	0	33,663			Q Q	0
Total Other Current Assets	1,310,002	Ů.	1,276.339	0	33,663	. 0			0
		•							
Statement 19 - Other Investments									
Investments in Subsidiaries	28,502,841	(770,089)	29,221,731	•			52,102		
Investments	18,873,335	838,86)	18,032,474	. 0	ŏ	0		č	. 0
Miseellaneous other Investments	13.422,307	13,422,307	0	Ö	0		0		<u> </u>
Total Other lavestments	60,798,486	13,490,179	47,254,205	0	<u>0</u>	9	¥.102		0
		•							
Statement 20 - Other Assets							·		
Other L.T. Notes and Accounts Receivable	4,332,934	. 0	602,493	3,730,441	٥	d		ć	
Accounts Receivable - Affiliates	17,431,526	19,293,879	(1,862,353)	0	Ö	Ğ	Ŏ	ď	Ö
CIP Tax Receivable	0	0	0	0	0	0	0	. 0	0
Miscellancous				u tt			•	ď	. 0
Total Diltor Assets	21,761,460	19,293,879	(1,259,860)	3,730,441	0		Ô		0.
•		•							
Statement 21 - Other Current Limbilities					•				
Payroll	2,273,511	. 0	2,273,511	٥					
Federal/State Income Tax Payable	697,812	ŏ	697,812	ŏ.	ŏ	0		ď	
Dividend Payable	· D	0		Ō	Q.	. 0	Ŏ	Ö	Ö
Sales Tax Payable Payroll Taxos Payable	20,271 6,885	0	4,516 6,285	0	0	0	0	Ċ	15,755
Torres - Other	106,695	ŏ	106,695	ů.	ů	0	V	Ö	
Interest	877,862	0	177,862	D	0	Ċ) a	Ò	
Accused Pration Liability Affiliant Payable	(0) 69,929,404	12,547,032 19,293,879	(12,547,032) 59,029,475	(43 <u>.264)</u>	0 (7,960,831)	. 0) 0 (17,763,936)) 1,2 <u>8</u> 0,501	0 16,095,572
Miscellaneous	0	17,273,019	0	(404,647)	(1.50,000,17)	Ğ	(11,103,930)	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10,000,012
Other Employee Benefits	825,227	<u>a</u>	825,227	0	0		Ŏ		
Total Other Current Liabilities	74,737,467	3],840,91]	51,274,951	(43,264)	(7,960,831)		(17,765,936	1,280,50	[6,111,327
Statement 22 - Other Liobilities		•							
Deferred Federal Income Taxes	(2,323,151)	. 0	(2,323,151)	D	. O	. 0		O	0
Deferred Reclamation Costs	67,454,137	Ō	67,150,233	ō	230,000	ō	73,903	ō	Ō
Deferred Compensation Miscellancous	771,795	0	771,795	0	0	C n		0	0
Total Other Liabilities	65,902,780		65,598,877	0	230,000	0			0

				·····						``
Form 120, Page 4 Cont'd		licela Mining Company & Subsidiaries REDACTED	Eliminations	Heela Mining Company REDACTED	Golden Financial Corp REDACTED	MWCA REDACTED	Nine Corporation REDACTED	Cose Nines REDACTED 9	Creede Resources REDACTED	Necia Venturas REDACTED
Statement 23 - Schedule M - I	·							•		
Net Income Per Book	1	(26,593,637)	37,500	(26,142,591)	949,552	27,259	q	(50,321)	. ·	(1,415,056
Federal Incomo Tax	2	. 0	. 0	0	0	U	ď	ربعربه	ä	وروس وروز المراز
Excuss of Capital Loss over Capital Gain	3	Ö	0	. 0	U	Ö	Ō	i o		Ü
Income Subject to Tax Not on Books Statement 24	4	0	0	0	Ú.	O O	0	Ö	Ô	ì
Expenses on books not deducted for Tax		9,221,378	. 0	B,772,349	449,029	Ó	Ú	0	Ö	0
Department on Expense		(37.590)	(37.500)		_	_				
Considutions Capyover	Sa Sb	(37,580) 29,944	(3/,500)	20.944	0	ő	· · ·	0	9	a
Travet and Entertainment	5e	55,822	, v	55,818	Ü	9	. 0	0	Ü	
Other - Statement 25		22,195,232	o o	22,953,100		(420,331)	ų.	(337,537)		9
Subtotal	٦.	4,871,218	Ü	5,668,620	1,398,581	(393,069)			<u> </u>	(1.415.056
•	_					10/2011-01		1391.0391	X	11.413.030
income Included for books not Subject to Tax	7		,							
Yax fixemps interest		0	. 0	. 0	0	. 0	0	0		0
Other - Sintement 26		173,876	٥	173,876	. 0	0	Č	o o	ů	ŏ
Deductions for tax not charged to Book income								•	·	·
Deprociation	ap X≎	654,636	0	614,115	O	38,521		. 0	U	0
Contributions Carryover Other - Statement 27	36	0	0	0	Ģ	Q	. 0	. 0	0	0
Subtoral of subtractions		12,054,051 12,882,563	0	12,046,103	<u> </u>	7.949		<u> </u>	<u> </u>	
Taxable income(Loss), line 28, page !	10	(8.011.344)	<u>-</u>	(2,836,094	1,398,511	46,470 (439,539)				
	.,		0	0.107.77	1,029,041	(337,2371		1000	0	(3.415.056
and the second s					v	. •	•	U	0	0
	ſ	licels Mining Company & Subsidiaries		i lecis Mining	Golden		Nine	Coca	Creesle	Heela
Form 1120 - Page 4, Cont'd		REDACTED	Eliminations	Company REDACTED	Financial Corp REDACTED	MWCA REDACTED	Corporation REDACTED	Mines REDACTED	Resources REDACTED	Ventures REDACTED
Statement 28 - Schedule M - 2					/					
Balance at the Beginning of the Year		(368,207,865)	11,255,390	(363,151,656)	. (149,075)	7,750,844		(11,317,253)	(588,131)	(12,007,985
Not Income (loss) per books Other increases:		(26,593,657)	37,500	(26,142,591)	949,552	27,259	0	(30,321)	Ü	(1,415,056
Adjust to Book basis R/E		399,625	0	0	399,625	.u	0			6
Reclass of Division		20,424	Ü	0.	. 0		Ö	20,424	Ú	-
** • • • •	-	<u>D.</u>			<u></u>	0	0	.0	. 0	. 0
Subtotal	-	(394,381,474)	11,292,890	(389,294,248)	1,200,102	7,778,103	0	(11,347,150)	(588,131)	(13,423,04)
Distributions:		,					4			
Cash Stock		0		0	Ő	0	0	0	٠0	. 0
Cuber		0	Q A		0	0	0	. 0	0	0
Other Decreases		11,255,390	11,253,390	, u	Ū	.0	0	. 0	ď	
Eliminate Market to Market		ل مردندسهٔ ۱۱	ا) ا)	ń	٨	0	,,			
Market to Market/Other		Š	Ö	ŏ	Ď	Ď	0	4	0	9
Regines of Division		(9,578,137)	(9,578, (37)	ŭ				2	Ď	, n
Subtotal of Domessus		1,677,253	1,677,233				0	0	<u>`</u>	a a
Balance at and of year		(396,058,727)	9,615,637	(389,294,248)	1,200,102	7,778,103	0	(11,347,150)	(588,131)	(13,423,04)
		Ð	- 6	(0)	0	(9)	0	0	ń	

4.5			······						
	Heela Mining Company & Subsidiaries REDACTED	Eliminations	lifeels Mining Company REDACTED	Golden Financial Corp REDACTED	MWCA REDACTED	Nine Corporation REDACTED 6	Cora Mines REDACTED	Creede Resources REDACTED	Flecia Ventures REDACTED
Smurrant 24 - Schedulo M - 1. Line 4									
Capital Gain	(36,994)	0	(36,994)	.0	G			,	0 0
Rosebud K - 1 Ordinary Income	44.0		(20,000)	ŏ	Ŏ	ì			i i
HRIL Income	6,314,275	Ú	6,314,275	Ü	Ō	ě	i		
Services Income	255,000	0	255,000	Ü	0	Ċ	Ò	,	Ò
Royalty Income	. e		. 0	Ü	0	6	Ò	i () · (
Marketing Fee	Ö	0	0	0	0	6) (· (
Management For	Ó	0	0	0	0	()) (
Salus	399,624	Ō	O.	.399,624	0	٠ ()) (
Dividend Income		O	0.	0	0	Ç))
Interest Income	2.289.474		2,240,069	49,405	0	(<u> </u>)	
Total Income Subject to Tax	9.221,378		8,772,349	440,020	0)
Statement 25 - Schedule M - 1, Line 3	A 44.	_	* ***						
Political Contributions	3,460	0	3,460	0	Ü	9			y
Foreign Tax Reclamation Accrual	(V,075,070	U	0 19,750,652	0	(227		. (9
Recitanation Accruai Bad Debts	(\$2,886)	^	19,730,032	0	(337,446) (22,826)		(337,531	7	V (
Book Gain (loss)	(84,850)	v	<u>,</u>	9	(91,910)	,			v .
Antorization	, v	0	,		V		,	'	,
Exploration Expense - Book	2,875,177	0	2,875,177	0	,	,		,	
Cost of Sales - See 263A	4,0,0,1,1	ŏ	-,-,-,-,-	,	Ď	7	i		h ·
Pension Expense	č	ŏ	ŏ	Ď	ő	7			0
Deferred Compensation	· ă	ŏ	č	ŏ	ě				0
Fines and Penalties	3,139	ő	5,859	Ď	Ŏ	i		1	Ď
Writedown of Carrying Value	Ġ	0	0	Ġ	11	· ·	i i	,	Ö
Tax Offict Bonus	265,972	0	265,972	Ü	u	Ċ	i i	,	Ò
G&A Costs	0		0	0	0)	ν, (
Workmen's Compensation	52,579		52,579						
Total Book Deductions not Tax Deductible	22,195,232	<u> </u>	22,953,100	0	(420,331)	9	(337.537	1)
			*						
Smrenicm 26 - Schodule M - 1, Line 7									
Rosebud - Book Income Amount	0	. 0	0	Ó	0)) (
Intercompany Dividends	Ō	0	O	Ö	0	Č		1)
Foreign Tax Accreed	0	D	0	. 0	0	· ·	Ò	1	0
Gain(loss) on Investments	173,876	0	173,876	U	0	. (j	0
Caesus Income	· · · · · · · · · · · · · · · · · · ·	, Ò	Ü	Ü	Ö	Ì	ı ()) · .
Short Period Taxable Income	0	0	0	0	0	(•		b
Rosebud Tax Clain on Sale of Assets - Sec. 1231				<u> </u>	0			<u>)</u>	9
Total Book Income Not Subject To Tax	173.876		173,876	0	8.				<u> </u>
Pro		•							
Statument 27 - Schedule M - 1, Line 8 Exercise of NQ stock options - compensation	4 100 0 10							•	
Exploration Expense - Tax Exploration Expense - Tax	6,131,340 1,171,694	, ,	6,131,340 1,171,694	0	. 0				•
Cost of Sales	1,171,094		1/1/1/034	0	0	,			n .
C&A	V	Ď	0	V	n n				
RAD IRS Adjustment	, n	ő	0	Ô	0	;	,		, i
Reciprotion Exponse	ő	ŏ	ŭ	ŏ	ŏ	à			, D
Depletion	3,372,089	ŏ	3,372,089	. 0	Ď	ì	ì	,	- D
Deplation - Other	0	0	0	Ŏ	Ö		i	,	o i
Pension Reserve	813,713	Ō	813,713	ŏ	ō	i	ì)	s i
Partnership K-1 Ord. Incomic (Loss)	51,290		51,290	Ŏ	Ü	Ċ	i	· '	0
Delerred Compensation	335,410	0	335,410	Ō	Ō	i	i d	,	Ó
Bad Debts	D	Û	0	Ö	. 0)	0
Development Costs	0	0	0	. 0	p	(i t)	0 .
Amortization Expense	130,551	. 0	122,602	0	7,949	(, (0
Copital Loss	47,965	0	47,965	0	0				9
Total Additional Tax but not Book Deductions	12,054,052		12,046,103	11	7,949)		Ų.

Form 8879-C

IRS *e-file* Signature Authorization for Form 1120

r colondar upor 2000 or tou upor bosino

OMB No. 1545-1864

2009

Department of the Treasury Internal Revenue Service See Instructions. Do not send to the IRS. Keep for your records.

HINDING INSIGNED OF ACT		
Name of corporation	Employer identi	ification number
HECLA MINING COMPANY & SUBSIDIARIES REDAC		
Part Tax Return Information (Whole dollars only)		
1 Total income (Form 1120, line 11)	. 1	126, 475, 889.
2 Taxable income (Form 1120, line 30)	2	
3 Total tax (Form 1120, line 31)	3	NONE
4 Amount owed (Form 1120, line 34)	4	
5 Overpayment (Form 1120, line 35)	. 5	935,000.
Part II Declaration and Signature Authorization of Officer (Be sure to get a copy of the	ne corporati	ion's return)

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's 2009 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

the corporation indicate 3112, IRS e-file Applica Providers for Business (ERO's signature ▶	Returns. ERO Must Retain This	Date	
3112, IRS <i>e-file</i> Applica Providers for Business I	Returns.	Date	
3112, IRS e-file Applica	Returns.		•
I certify that the above	numeric entry is my PIN, which is my signatu ed above. I confirm that I am submitting this r ttion and Participation, and Pub. 4163, Moder	eturn in accordance w	ith the requirements of Pub.
ERO's EFIN/PIN. Enter	your sb-digit EFIN followed by your five-digit:	self-selected PIN.	REDACTED
Part III Certificati	ion and Authentication	•	
income tax	1	-1	TRIG P CFO
	oration's 2009 electronically filed income tax		
	ERO firm name	•	er my PIN REPACTED as my signature do not enter all zeros
LAJ Taumonze	GRANT INCRNION LLP		er my PIN REDACTED as my signature
X I authorize	GRANT THORNTON LLP	A	

JSA 9C3502 2.000

	ormi	11	20	For ca	U.S. Corporation Income Tax Return lendar year 2009 or tax year beginning ending		2009
		Revenue !			➤ See separate instructions.		
	Chec		-t	1	Name		Bemployer identification number
	(atta	ch Form 8	5i) X	Use IRS	HECLA MINING COMPANY & SUBSIDIARIES		REDACTED
	CDRI	olidated n	eturn	label. Otherwise.	Number, street, and room or suite no. If a P.O. box, see instructions.		C Date incorporated
	tattac	mal holdin h Sch. PH	لـــاء مآ	print or	6500 N MINERAL DRIVE, SUITE 200		11/08/2006
3	Perso	nei senic (see instru	Blons)	type.	City or town, state, and ZIP code		D Total assets (see instructions)
4	Sche	dule M-3			COEUR D'ALENE, ID 83815		\$ 1,106,284,994.
_	att2cl			E Check if:		\ddres:	s change
	1:	Gross o	cosipts [3:	L2, 568, 687. b Less returns and allowances c Bai ▶	10	312,568,687.
	2	Cost	of goods	sold (Sche	dule A, line 8)	2	210,064,014.
	3	Gross	profit.	Subtract line	2 from line 1c	3	102, 504, 673.
	4				ne 19)	4	3,015.
9	5	Intere	est .		SEE STATEMENT 4	5	16,775,139.
Income	6	Gross	rents		•••••	6	
Ē	7	Gross	royaltie			7	
	8	Capit	al gain n	et income (attach Schedule D (Form 1120))	8	3,865,821.
	9	Net g	ain or (le	oss) from F	orm 4797, Part II, line 17 (attach Form 4797)	9	-12,544.
	10				ctions - attach schedule)	10	3, 339, 785.
_	11				3 through 10	11	126,475,889.
€	12	Comp	ensatio	n of officers	(Schedule E, line 4)	12	1,458,119.
5	13	Salar	ies and v	wages (less	employment credits)	13	9,322,490.
deduction	14				**************	14.	154,929.
Jed	15	Bad o	lebts .			15	
E	16	Rents				16	677,867.
us	17	Taxes	and lice	nses	SEE STATEMENT 10	17	753,877.
ate	18	Intere	st		• • • • • • • • • • • • • • • • • • • •	18	32,167,948.
Ħ	19				SEE. STATEMENT. 17	19	NONE
instructions for limitations	20	Depre	ciation 1	from Form	4562 not claimed on Schedule A or elsewhere on return (attach Form 4562)	20	251,704.
18 fc	21	Deple	tion _			21	24, 323, 939.
‡	22	Adver	tising .	<i></i>		22	28,864.
2	23	Pensi	on, profi	t-sharing, et	c., plans	23	
nsı	24	Emple	oyee ber	efit progran	18	24	1,717,237.
(See	25	Dome	stic pro	duction acti	vities deduction (attach Form 8903)	25	
8 (5	26				schedule) SEE STATEMENT 18	26	16, 227, 444.
ons	27	Total	deduction	ons. Add lin	es 12 through 26	27	87,084,418.
educt	28				et operating loss deduction and special deductions. Subtract line 27 from line 11	28	39, 391, 471.
Ded	29	Less:					STMT 21
7						29c	39, 391, 471.
2					t line 28c from line 28 (see instructions)	30	
Ě	31		tax (Sch rerpaymen	redule J, lind Landited		31	NONE
Tax, Refundable Credits, and Payme		to 2009			324		
밀			timated ta fund appli	x payments, ed for on	32b 475, 000.		
		Form 4	166	!	32c () d Bal ► 32d 475,000.		•
5			•	with Form			•
ادٍ	1		(1) Form:		12 Form 4136 32f	201	**
흥						32h	935,000.
툁	33			•	e instructions). Check if Form 2220 is attached	33	
Œ,	34				is smaller than the total of lines 31 and 33, enter amount owed	34	AAC AAA
4	35 36	•	•		is larger than the total of lines 31 and 33, enter amount overpaid **Credited to 20 to estimated tax 935,000, Refunded	35	935,000.
	<u></u> 7	Unde	c penalties	of periusy, I de	clare that I have examined this return, including accompanying schedules and statements, and to the best of	36 my kn	owledge and belief, it is true, correct and
Si	gn	come	lete. Decla	ration of prepar	er (other than I ampayer) is based on all information of which preparer has any knowledge,	,	May the PS discuss this return
	ere						with the preparer shown below
. 79		Slan	ture of o	Ticer	Date Tide		(see instructions)? X Yes No
-				· . · · ·	Date (Check	Preparer's SSN or PTIN
Pá	id		Preparer' signature		į į	rous rself- employe	
		rer's	Firm's na			EIN	REDACTED
	se C	Inly	yours if s	elf-employed)		ziru Phone n	
-	~			and ZIP code	SEATTLE, WA 98101		206-623 <u>-1121</u>
	r Pri		and Pap	erwork Redu	ction Act Notice, see separate instructions.		Form 1120 (2009)

JSA 8C1 (20 2,000

7 Onii 7720 (2000)				rayes
Schedule A Cost of Goods Sold (see instruc				
1 Inventory at beginning of year			1	21, 330, 086.
2 Purchases			2	2, 257, 421.
3 Cost of labor			3	3, 355, 521.
4 Additional section 263A costs (attach schedule)	SEE.	STATEMENT. 27.	4	-932, 424,
5 Other costs (attach schedule)			5	205, 519, 208.
6 Total. Add lines 1 through 5			6	231, 529, 812.
7 Inventory at end of year			7	21, 465, 798.
8 Cost of goods sold. Subtract line 7 from line 6. Enter h	ere and on page 1, line 2		8	210,064,014.
9 a Check all methods used for valuing closing inventory:				
(i) X Lower of cost or market (ii) Other (Specify method used and attach explan b Check if there was a writedown of subnormal goods c Check if the LIFO inventory method was adopted this to d if the LIFO inventory method was used for this tax year	tax year for any goods (if c , enter percentage (or amo	hecked, attach Form 970) ounts) of closing	1	▶
inventory computed under LIFO				
e if property is produced or acquired for resale, do the ru	iles of section 263A apply	to the corporation?		X Yes No
f Was there any change in determining quantities, cost,	or valuations between op	ening and closing inventory? If	"Yes,"	_ <u>_</u>
attach explanation • • • • • • • • • • • • • • • • • • •				Yes X No
Schedule C Dividends and Special Deduction	s (see instructions)	1-4	(b) %	(c) Special deductions
		received	10,~	(a) x (b)
1 Dividends from less-than-20%-owned domestic corporat	tions (other than		İ	
debt-financed stock)			70	
2 Dividends from 20%-or-more-owned domestic corporation	ons (other than debt-		1	
financed stock)			80	
3 Dividends on debt-financed stock of domestic and foreign	gn corporations		140 instruction	
4 Dividends on certain preferred stock of less-than-20%-o	wned public utilities	·	42	
5 Dividends on certain preferred stock of 20%-or-more-ow	vned public utilities		48	
6 Dividends from less-than-20%-owned foreign corporation	ns and certain FSCs		70	
7 Dividends from 20%-or-more-owned foreign corporations	and certain FSCs		80	
8 Dividends from wholly owned foreign subsidiaries			100	
9 Total Add lines 1 through 8. See instructions for limitati	ion	1. 可用的复数形式被电影	1 4894	
10 Dividends from domestic corporations received by a sm	all business investment			
company operating under the Small Business Investmen	nt Act of 1958		100	
11 Dividends from affiliated group members			100	
12 Dividends from certain FSCs			100	
13 Dividends from foreign corporations not included on line				
14 Income from controlled foreign corporations under subpart F (at	- 1			
6 IC-DISC and former DISC dividends not included on lines	s 1. 2. or 3		7	
7 Other dividends		3,015.	748	
8 Deduction for dividends paid on certain preferred stock	of public utilities			
8 Total dividends. Add lines 1 through 17. Enter here and	on page 1, line 4	3,015.		
Total special deductions. Add lines 9, 10, 11, 12, and 1				
Schedule E Compensation of Officers (see in				
Note: Complete Schedule E only if total re	ceipts (line 1a plus lines 4	through 10 on page 1) are \$5	00,000	or more.
(a) Name of officer	(b) Social security number	(c) Percent of Percent of corporations devoted to		// Amount of
(a) statute of officer	(b) social securit inition	business (d) Common (e) Pr		(f) Amount of compensation
1 SEE STATEMENT 34		% %	%	
		% %	%	
		% %	%	
		% %	%	
		% %	%	
2 Total compensation of officers			\Box	1, 458, 119.
3 Compensation of officers claimed on Schedule A and els	sewhere on return			
4 Subtract line 3 from line 2. Enter the result here and on SA C1 (20 2,000				1, 458, 119. Form 1120 (2009)

Form 1	120 (2009)				Page 3
Sch	dule J Tax Computation (see instructions)			·	
1	Check if the corporation is a member of a controlled group (attack	h Schedule O (Form	i tt20))	J - ara	
2	Income tax. Check if a qualified personal service corporation (see	instructions)] 2	<u> </u>
3	Alternative minimum tax (altach Form 4626)			3	NONE
4	Add lines 2 and 3		,	4	NONE
5 a	Foreign tax credit (attach Form 1118)	<u>5a</u>			
b	Credit from Form 8834, line 29				
C	General business credit (attach Form 3800)		<u> </u>		
ď	Credit for prior year minimum tax (attach Form 8827)		ļ		
6	Bond credits from Form 8912		· *	- -₫∛	
6	Total credits. Add lines 5a through 5e		• • • • • • • • • •	6	
7	Subtract line 6 from line 4		• • • • • • • • •	• • 7	NONE
8	Personal holding company tax (attach Schedule PH (Form-1 t20))	••••		- · 8	
9	Other taxes. Check if from: Form 4255 Form	n 86 t1 📖	Form 8697	77.5 77.5	
		, ,	1		
		n 8902	Other (attach sched	7.4	
	Total tax. Add lines 7 through 9. Enter here and on page 1, line 3	<u> </u>		10	NONE
Sch	dule K Other Information (see instructions)		, 		
1	Check accounting method: a Cash b X Accr	ual c	Other (specify) ▶		Yes No
2	See the instructions and enter the:				編 機
	Business activity code no. > 212200				2 1 25
C	Product or service ► MI NERALS				
3	Is the corporation a subsidiary in an affiliated group or a parent-s				
	If "Yes," enter name and EIN of the parent corporation				
	At the end of the tax year:				
* .	nt the end of the gar year. Did any foreign or domestic corporation, partnership (incl	udina nav aatibe	trantad on a surface	acabial taxat ac	tou avenue
•	organization own directly 20% or more, or own, directly or inc		•	• • •	* 1 1 m 4 3
	corporation's stock entitled to vote? If "Yes," complete Part I of Sc				
h	Did any individual or estate own directly 20% or more, or own				
	classes of the corporation's stock entitled to vote? If "Yes", complete		• • • • • • • • • • • • • • • • • • • •	_	P01101 01 01
5	At the end of the tax year, did the corporation:	ate i art ii oi seriedi	20 G (1 Will 1 120) (20	aci ochedale oj,	Yes No
	Own directly 20% or more, or own, directly or indirectly, 50% or	more of the total v	nting power of all class	ses of stock entitl	
•	any foreign or domestic corporation not included on Form 851, A				1 1
		EE STATEME		Allo omnoramp; oc	2 8
		(ii) Emplo	rer mu) Country of	(iv) Percentage
	(i) Name of Corporation	tdentification f	wiiner i in	corporation	Owned In Voting Stock
	· ·				
				· · · · · · · · · · · · · · · · · · ·	
					·
	•	1			
		1			
			1		
		1			
			1		
					Form 1120 (2009)

-	HECLA MINING COMPANY & SUBSIDIARIES			KEDA		
_	m 1120 (2009) chedule K Continued					Page /
	b Own directly an interest of 20% or more, or own, directly or indirectly, an in (including an entity treated as a partnership) or in the beneficial interest of a If "Yes," complete (i) through (iv).			•	x	
	(i) Name of Entity	(II) Employer Identification Number (if any)	(III) Country of Organization	(iv) M Percenta Profit, Los	aximun ge Own is, or Ca	ned in
M	DDLE BUTTES PARTNERS LIMITED	REDACTED	US	85	. 00	ļ·
_						
6	During this tax year, did the corporation pay dividends (other than sto excess of the corporation's current and accumulated earnings and profits? (S If "Yes," file Form 5452, Corporate Report of Nondividend Distributions. If this is a consolidated return, answer here for the parent corporation and on	ee sections 301 and 316)	stock) in		X
7	At any time during the tax year, did one foreign person own, directly or classes of the corporation's stock entitled to vote or (b) the total value of all classes of attribution, see section 3.18. If "Yes," enter:	•	• • • • • • • • • • • • • • • • • • • •	wer of all	167 1431	X
	(i) Percentage owned and (ii) Owner's coun (c) The corporation may have to file Form 5472, Information Return Companies Separated in a U.S. Trade or Puringer Selection and purpose of Formation	of a 25% Foreign-Own	ed U.S. Corporation or a	a Foreign		
8	Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms Check this box if the corporation issued publicly offered debt instruments wit If checked, the corporation may have to file Form 8281, Information Returns	h original issue discount		▶ 🔲		
9	Enter the amount of tax-exempt interest received or accrued during the tax ye	ear > \$				
10	Enter the number of shareholders at the end of the tax year (if 100 or fewer)					10.5
- 1 t	If the corporation has an NOL for the tax year and is electing to forego the ca	rryback period, check he	ne e	-		1.75

If the corporation is filing a consolidated return, the statement required by Regulations section t. t502-21(b)(3) must be attached or

If "Yes," the corporation is not required to complete Schedules L. M-1, and M-2 on page 5. Instead, enter the total amount of cash

12 Enter the available NOL carryover from prior tax years (do not reduce it by any deduction on line 28a.) > \$ __236, 824, 193. 13 Are the corporation's total receipts (line ta plus lines 4 through 10 on page t) for the tax year and its total assets at the end of the

distributions and the book value of property distributions (other than cash) made during the tax year > \$

Form 1120 (2009)

the election will not be valid.

Schedule Balance Sheets per Books		Beginning (of tax year	End of	tax year
	Assets	(a)	(b)	(c)	(d)
1 Cash		AND SHOTE SHOP IN	36, 142, 487.		104, 579, 720.
2a Trade note	es and accounts receivable	10,670,203.	n material control	27, 161, 639.	
b Less allow	wance for bad debts		10,670,203.	(27, 161, 639.
3 Inventorie	s		21,330,556.		21,465,798.
4 U.S. gove	ernment obligations				<u> </u>
5 Tax-exemp	d securities (see instructions) .	23.5 A. S. S. S. S.	·		
6 Other current	l assets (atlach schedule)	STMT 42	3, 105, 557.		11,579,161.
7 Loans to	shareholders		~		,
8 Mortgage	and real estate loans				
9 Other inv	estments (altach schedule)	STMT 47	98,616,736.		14,021,364.
Da Buildings a	and other depreciable assets	1,036,415,302.	MOTOR PROPERTY	1,071,149,950.	
b Less acci	umulated depreciation	(212,570,046.)	823,845,256.	(275,580,617.	795, 569, 333.
1a Depletabl	e assets			:	
b Less accu	umulated depletion	()		(<u> </u>
2 Land (net	of any amortization)	1999年第二年	10, 493, 909.	国的社会发展的	9, 227, 542.
3a Intangible	assets (amortizable only) .	NONE	No. of the contract of the con	3,804,402.	Process (Second
b Less acco	umulated amortization	()	NONE		3,804,402.
4 Other ass	sets (attach schedule)	STMT 52	158, 925, 771.		118,876,035.
5 Total asse	ds	(4.8 % S 19 3 1 9%)	1, 163, 130, 475.		1,106,284,994.
Liabilities	and Shareholders' Equity		4.数据各项大规模等		
6 Accounts	payable		22, 240, 496.		11,682,096.
7 Mortgages, than 1 year	payable , notes, bonds payable in less		48,018,100.		
8 Other curre	ent liabililles (allach schedule) _	STMT 57	46,581,598.		65, 783, 689.
9 Loans fro	m shareholders , notes, bonds payable in t year				
or more •	, notes, bonds payable in t year	STMT 62	113,648,567.		NONE
1 Other liab	ollities (attach schedule)	STMT 63	103, 670, 837.		104, 278, 572.
Capital ste	ock: a Preferred stock	542,579.	一个科学主义是国际的	542,579.	
	b Common stock	30,364,000.	30,906,579.	59,604,000.	60,146,579.
3 Additional	l paid-in capital		1,053,472,733.		1,145,322,888.
	mings-Appropriated (attach schedule)				,
5 Retained	earnings - Unappropriated ts to shareholders' equity edule)		-261,044,304.		-266, 360, 656 <u>.</u>
6 (allach sch	edule)	STMT 68	6,278,869.		-13,925,174.
	of treasury stock		(643,000.		(643,000.
	ties and shareholders' equity		1,163,130,475.		1,106,284,994.
Schedule i		of Income (Loss) per	•	•	
		required instead of Schedule			ns
	e (loss) per books	• •		ed on books this year on this return (itemize):	
2 Federal inc	come tax per books	• •	Tax-exempt int	lerest \$	
Excess of	capital losses over capital gai	ns I control to the control of the c	1900 400 1		
	ject to tax not recorded on books				uni ing saga nasabilan Apalan ing Kaba
this year (ite	mixe):			this return not charged	
Expenses re	contail on books this was not	-contrate a documenta a contrate		ncome this year (itemize):	
deducted or	corded on books this year not this return (liemize):			·····\$	
	on \$		b Charitable con	itributions , \$	
b Charitable	contributions \$				
c Travel and	entertainment .\$				
				d8	
	through 5			line 28) - line 6 less line 9	
Schedule [Analysis of Un	appropriated Retaine	d Earnings per Boo	ks (Line 25, Schedu	ie L)
	beginning of year		5 Distributions:	a Cash	13,633,000.
Net income	e (loss) per books	67,776,0	693.	b Stock	· · · · · · · · · · · · · · · · · · ·
	eases (itemize):	the second fraction of the first second		c Property	
			6 Other decrease	es (itemize):STMT_79	82,793,816.
~-~-					
	E STATEMENT 76	23, 333,	771. 7 Add lines 5 an	d6	96,426,816.
SEI	E STATEMENT 76			d 6	96, 426, 816. -266, 360, 656.

Form 851 (Rev. December 2005) Department of the Treasury Internal Revenue Service

Affiliations Schedule

File with each consolidated income tax return. For tax year ending 12/31/2009

OMB No. 1545-0025

Name of common parent corporation

Employer identification number

REDACTED

HECLA MINING COMPANY

Number, street, and room or suite no. If a P.O. box, see instructions.

6500 N MINERAL DRIVE, SUITE 200

City or town, state, and ZIP code

COE	UR D'ALENE, ID 838			
Pari	Overpayment Credits, Estimated Tax Payments, and	d Tax Deposits	(see instructions)	
Cosp. No.	Name and address of corporation	Employer identification number	Portion of overpayment credits and estimated tax payments	Portion of tax deposited with Form 7004
1	Common parent corporation	aughariana di Ili	475,000.	460,000.
	Subsidiary corporations:			
2	HECLA LIMITED		l	
	6500 N MINERAL DRIVE, SUITE 200			
	COEUR D'ALENE, ID 83815	REDACTED		
3	HECLA SILVER VALLEY, INC.			
	6500 N MINERAL DRIVE, SUITE 200			
	COEUR D'ALENE, ID 83815	REDACTED		
4	RIO GRANDE SILVER, INC.	ł:		
	6500 N MINERAL DRIVE, SUITE 200		.	
	COEUR D'ALENE, ID 83815	REDACTED		
5	SILVER HUNTER MINING COMPANY			
	6500 N MINERAL DRIVE, SUITE 200			
	COEUR D' ALENE, ID 83815	REDACTED		
6	HECLA ADMIRALTY COMPANY			
	6500 N MINERAL DRIVE, SUITE 200			
	COEUR D'ALENE, ID 83815	REDACTED		
7	MWCA, INC.	<i>'</i>		
	6500 N MINERAL DRIVE, SUITE 200			
	COEUR D' ALENE, ID 83815	REDACTED		

Corp.	Decided buildings and the (DDA)	PBA	Code nondMdend distributions?		Stock holdings at beginning of year			
No.	Principal business activity (PBA)				Number of	Percent of voting	Percent of value	Owned by corporation
1	Common parent corporation MI NI NG	212200	Yes	No	shares	power		no.
	Subsidiary corporations:							
2	MI NI NG	212200		x		100.00 %	100.00%	1_
3	MI NI NG	21 2200		x		100.00 %	100.00%	1
4	MI NI NG	212200		x		100.00 %	100.00%	11_
5	MI NI NG	212200		x		100.00 %	100.00%	<u>1</u>
6	MI NI NG	212200		x		100.00 %	100,00%	11_
7.	MINING For Panaguary Reduction Art Notice see Instruct	327900		×		100,00 %	100.00%	

JSA For Paperwork Reduction Act Notice, see Instructions. 9C2010 2:000

Form 851 (Rev. 12-2005)

460,000

Affiliations Schedule

File with each consolidated income tax return.

OMB No. 1545-0025

Interna	Revenue Service For tax year endi	ng 12	./31	<u>/20</u>	09				
Name	of common parent corporation						Employ	er identification o	umber .
	LA MINING COMPANY Ner, street, and from or suite no. If a P.O. box, see instruction				<u> </u>		REI	DACTED	
	O N MINERAL DRIVE, SUITE 200	Tak.				-			
	r town, state, and ZIP code	•••				•			
	UR D'ALENE, ID		838	<u>15</u>			-, <u>,-</u>		
Par		Payment	s, an				structions)	Partion a	d tov
Corp. No.	Name and address of corporation	,		ic	Employer fentification number	overpa	yment credits i estimated	deposited	l with
	Common parent corporation	······································		1.7	4448 014		payments	7 44	
	Subsidiary corporations:								
8	NEVADA MINE PROPERTIES, INC			l					
	6500 N MINERAL DRIVE, SUITE 200			RF	DACTED				
	COEUR D' ALENE, ID 83815			``-	DAGILD				
9	BURKE TRADING, INC. 1209 ORANGE STREET			l	·			ł	
	WILMINGTON, DE 19801			RE	DACTED				
10	COCA MINES, INC.			Γ	-				
	6500 N MINERAL DRIVE, SUITE 200				DAOTED		•		
	COEUR D'ALENE, ID 83815			KE	DACTED			<u> </u>	
11	CREEDE RESOURCES, INC. 6500 N MINERAL DRIVE, SUITE 200			1					
	COEUR D' ALENE, ID 83815			RE	DACTED				
12	HECLA GREENS CREEK MINING CO								
	6500 N MINERAL DRIVE, SUITE 200			5-	DAOTED				
	COEUR D'ALENE, ID 83815 HECLA JUNEAU MINING CO.			:KE	DACTED_				
13	6500 N MINERAL DRIVE, SUITE 200								
	COEUR D'ALENE, ID 83815			RE	DACTED		_	-	
				_	_]				
Par	Totals (Must equal amounts shown on the consolid Principal Business Activity, Voting St			- 64	>	w.cello.m	-1		
rai	Trancipal Business Activity, Voting St		Die	the	C. (SEE 1115)				
Corp.	Principal business activity (PBA)	PBA Code	mak	idiary e any vidend		Stock holdings at be		nning of year	
No.	Finicipal business activity (FDA)	No.	distrib	utions?	Number of		Percent of voting	Percent of	Owned by corporation
		ļ	Yes	No	share	S China and sha	power	value	no.
	Common parent corporation								
	Subsidiary corporations:		1	*1,55	or a regular entertral	ger de l'anterior d	2 3 8 8 2 3 4 5 4 5 4 1 W	And the second second	(4.35 · 7
								-	
8	MI NI NG	212200		х			100.00 %	100.00%	2
			1						
	MI NI NG	212200		x				100.00%	
	MLN4 NG	212200	1	_			100.00 %	100.00 %	
			ľ						
10	MI NI NG	212200	<u>L</u>	x			100.00 %	100.00%	2
		}	1	•				-	1
•	Leg MYNO	21 2200		l.,				100 000	
-11	MI NI NG	212200	 	X_		٠.	100.00 70	100.00%	10
*	•								1
12	MI NI NG	212200	1	x			100.00 %	100.00%	6
	Let MT MG	22 0200	1	l <u>.</u>			200 25 0/	100 000	1 -
13 JSA 9C2010	MT NI NG For Paperwork Reduction Act Notice, see instruct	212200 tions.	<u></u>	LX.	L,		100.00 %	100,00%	
9C2010	2.000				_			Formi 851 (Re	.v. 12-2005

REDACTED

orm 6	51 (Rev. 12-2005)			Page 3				
Pari	Additional Stock Information (see instructions)							
1 [During the tax year, did the corporation have more than one class of stock outs f "Yes," enter the name of the corporation and list and describe each class of st	tanding? ock.	لما	Yes No				
Corp. No.	Name of corporation	Class of stock						
1	HECLA MINING COMPANY	COMMON, PREFER	RED					
		··········						
2 [During the tax year, was there any member of the consolidated group that	reaffiliated within 6	0 months					
	of disaffiliation? f "Yes," enter the name of the corporation(s) and explain the circumstances.		U	Yes X No				
Corp. No.	Name of corporation		Explanation					
s i	nembers of the affiliated group could acquire any stock, or acquire any voltock, in the corporation, other than a de minimis amount, from the corporatifiliated group? If "Yes," enter the name of the corporation and see the instructions for what the time of the corporation and see the instructions for what the time of the corporation and see the instructions for what the corporation are considered.	tion or another mem	ber of the	Yes X No				
Corp. No.	Name of corporation	item 3a	Item 3b	Item 3c				
		%	%	%				
			%					
		- %	%	<u>%</u>				
Com		%	%	%				
Corp. No.	Item 3d - Provide a description of any arrangement.							
		<u> </u>		 				
_				······································				
			Form 8	51 (Rev. 12-2005)				

Name	of corporation (common parent, if co-	·			Employer Identification number REDACTED
Check s	pplicable box(es):)1) Consolidated a sub-consolidated: (6) 1120 g	1	(3) Consolidated etiminations	(4) Subsidiary con	(5) Mixed 1120/L/PC group
	of subsidiary (if consolidated return)				Employer Identification number
	CA MINES, INC.				_ REDACTED
Par		et Income (Loss) per Ir		cludible Corporatio	ins With
	laxable income per	Return (see instruction			
	Income (Loss) Items	(%) knoome (Loss) per	(b) Temporary	(c) Permanent	facome (Loss) per
1 lin	ich schedules for lines 1 through 11) come (foss) from equity method foreign upparations	Income Statement	Difference	Difference	Tax Return
2 G	ross foreign dividends not previously taxed				
3 Su	opert F. QEP, and similar income inclusions				
4 Se	ection 78 gross-up				
6 Inc	ross foreign distributions previously taxed a come (loss) from equity method U.S. sporations a S. dividends not eliminated in tax asolidation				
	nority interest for includible corporations				34.80.000 A.C.
	come (loss) from U.S. partnerships	-28,157.	45.		-28, 112.
10 In	como (loss) from foreign partnerships				·
11 Inc	come (loss) from other pass-through entities				
	rms relating to reportable transactions		· ·		
	erest income (attach Form 8916-A)		3		
	tal accrual to cash adjustment				
	odging transactions				
	rk-to-market income (loss)				
	st of goods sold (attach Form 8916-A)	(·)			()
	de versus lease (for sellers and/or lessors)				
	ction 481(a) adjustments	THE PROPERTY OF THE			
	outnown barrelable ansate				
-	come recognition from long-term contracts	·			· ·
	giant issue discount and other Impuled interest .				
	come statement gain/loss on sale,				
ex ott	change, abandonment, worthlessness, or ner disposition of assets other than entiory and pass-through antices				
	oss capital gains from Schedule D, cluding amounts from pass-through entities				
680	oss capital losses from Schodule D, Juding amounts from pass-through entities,			,	·
los	and onment tosses, and worthless stock				
17, eni	i gainfloss reported on Form 4797, line excluding emounts from pass-through lities, ebandomment losses, and worthless cklosses				
e Ab	andonment losses				
f Wo	ntidess stock losses (attach details) her gainfloss on disposition of assets other in inventory				
24 Ca	pital loss limitation and carryforward used her income gloss) tiems with differences ach schedule)				
26 Tot	ad income (loss) Rems. Combine tines 1 ough 25	-28.157.	45.		-28,112.
	tal expense/deduction items (from Part				
•	ine 36)	1 520			1 620
29a Mis cor	ner flems with no differences	1,539. -26,618.	45.	A meaning of meaning 4 in	1,539. -26,573.
	insurance subgroup reconciliation totals		·		
30 Red	e insurance subgroup reconciliation totals concitiation totals. Combine lines 29a ough 29c	-26,618.	45.		-26,573.
No	ote. Line 30, column (a), mu	st equal the amount on Pa	art I. line 11, and column	(d) must equal Form	1120, page 1, line 28.

JSA 9C2731 2,000 Schedule M-3 (Form 1120) 2009

	M-3 (Form 1120) 2009				Page 3
Name of co	erporation (common parent, if co	nsolidated return)			Employer identification number
HECT	A MINING COMPA	NV			REDACTED
	the box(es): (1) Consolidate	······	(3) Consolidated elimination	ons (4) Subsidiary	
	o-consolidated: (6) 1120 gr			NIS (4)[] adoptions;	sah (a) manan manan a dalah
	sidiary (if consolidated return)	och [1] 1 . 1 . exo amminonone			Employer identification number
				İ	REDACTED
Part III	MINES, INC.	-	nome Chalemant of In-		
rartill		et Income (Loss) per Ir			OUZ AAIRU
	Taxable income per	Return - Expense/Ded	inchou insula (see iusu	ucuons)	
		(a)	_ (b)	(c)	(d)
expe	se/Deduction Items	Expense per Income Statement	Temporary Difference	Permanent Difference	Deduction per Tax Return
		<u> </u>		 	. The state of the Administration of the state of the sta
1 U.S. cu	rrent Incomo tax expense				
2 U.S. de	ferred income lax expense				
3 State a	nd local current income tax expense.			ļ	The second secon
4 State a	nd local deferred income tax expense	·			
5 Foreign	current income tax expense (other		·		
than for	reign withholding taxes)				
6 Foreign	deferred income tax expense ,				1960年代1960年代1961
7 Foreign	withholding taxes			ļ 	
8. Interest	expense (attach Form 8916-A)				
9 Stock o	ption expense				
10 Other e	quity-based compensation				
11 Meats a	nd entertainment				
12 Fines gr	od penalties				,
13 Judgmen	is, damages, awards, and similar costs .				
14 Parachu	de payments				
	sation with section 162(m) limitation				
-	and profit-sharing				
	ost-retirement benefits				
	d compensation				
	ole contribution of cash and tangible				
	ate contribution of intangible property				
	e contribution Emitation/camploward • •	The same of the sa			
	ic production activities deduction				
	year acquisition or reorganization				
	ent banking fees	·	·		·
	year acquisition or reorganization				
	d accounting fees	,			
_	our accounting reas				
- · · · · ·	-				
	stice of essuitation reconstruits			<u> </u>	
	etion of acquisition, reorganization,				
	. •				
•	mortization or impairment write-offs.				
	198 environmental remediation costs				
	A				
-	zion		· · · · · · · · · · · · · · · · · · ·	 	
	t expense				
	te owned life insurance premiums .			 	
	so versus lease (for purchasers and/or		i .	1	
	• • • • • • • • • • • • •				
	spense/deduction items with		,		
	ces (attach schedule)			 	
	xpenseideduction items, Combine brough 35. Enter here and on Part II, line				
27, repo	rting positive emounts as negative and				·
negative	amounts as positive	<u></u>			

JSA 9C2732 2.000

HECL	A MINING COMPANY	& SUBSIDIARIES			
		COMBINED	HECLA MINING CO & SUBSIDIARIES -	adjustments	HECLA MINING COMPANY &
Consc	olidated Schedules		elimi nations		SUBSIDIARIES
1120	Page 1			•	
	•				
1a	Gross receipts or sales	312,568,687.			312, 568, 687.
1 b	Less returns & allowences				
10	Balance	312, 568, 687.			312, 568, 687.
2	Cost of goods sold	210, 064, 014.			210,064,014.
3	Gross profit	102, 504, 673.			102, 504, 673.
4	Dividends	3, 015.			3,015.
5	Interest	16,775,139.			16,775,139.
6	Gross rents				
7 -	Gross royalties			•	
8	Capital gain net	3, 865, 821.	* - 2		3, 865, 621.
9	Net gain or (loss)	-12, 544.	•		-12, 544.
10	from Form 4797 Other Income	3, 339, 785.			3, 339, 785.
	*	0/000/704			
11	Total income	126, 475, 889.			126, 475, 889.
12	Compensation of officers	1, 458, 119.		**********	1,458,119.
13	Salaries and wages	9, 322, 490.			9, 322, 490.
14	Repairs and maintenance	154, 929.	,		154, 929.
15	Bad debts	,			
16	Rents	677,867.			677,867.
17	Taxes and licenses	753,877.			753,877.
18	Interest	32, 167, 948.			32, 167, 948.
19	Charitable contributions	NONE			NONE
20	Depreciation	251, 704.	•		251,704.
21	Depletion	24, 323, 939.			24, 323, 939.
22	Advertising	28, 864.			28, 864.
23		. 20,004.	•		20,000
24 25	Pension, profit-sharing etc., plans Employee benefit programs Domestic production activities deduction	1,717,237.			1,717,237.
26	Other deductions	16, 227, 444.	·		16, 227, 444.
27	Total deductions	87, 146, 741.		-62, 323.	87,084,418.
28	Taxable income before NOL & Spec. Deductions	39, 329, 148.	NONE	62, 323.	39, 391, 471.
		*************	45544446644666	*======================================	***************************************
29a	NOL deduction	NONE		39, 391, 471.	39, 391, 471.
29b	Special deductions	·		,	
30	Taxable Income	39, 329, 148.	NONE	-39, 329, 148.	
JSA	•			克克沙克曼鱼家兰城岛岛湾西 克克	
90908	2 1.000	,			DACTE
		•		RF	DACTE

iecla mi	NING COMPANY &	SUBSIDIARIES HECLA MINING COMPANY	HECLA LIMITED	HECLA SILVER VALLEY, INC.	RIO GRANDE SILVER,	SILVER HUNTER MINING COMPANY	REDACTEI HECLA ADMIRALTY COMPANY	MWCA, INC.	NEVADA MINE PROPERTIES, II
Consolidated		REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTE
	s receipts or sales returns & allowances		151, 413, 133.	- 4		21,000.	ه م پير و طف و شو څاه فر پر ښور		
1c Balan	•								
	of goods sold	•	151, 413, 133.			21,000.	*** ***		
	s profit		94, 595, 304. 56, 817, 829.				391,000.		
4 Divide	• •		3,015.			21,000.	-391,000.		
5 Intere		2,189,100.	14, 563, 767.						
	s rents	2/105/100.	14, 303, 107.						
8 Capita inc 9 Net g	s royalties tal gain net come gain or (loss)		3, 865, 821.						
fro	om Form 4797 r income	2,970,044.	348, 400.	-46.			31, 309.		
11 Total	income	5, 159, 144.	75, 598, 832.	-46.		21,000.	-359, 691.		
	pensation of		1, 458, 119.						
	ficers ries and wages	5, 225, 519.	4,096,971.				•		
14 Repai	irs and maintenance		154, 929.		•				
15 Bad d	debts								
16 Rents	3	185, 657.	492, 210.						
17 Taxes	s and licenses	305, 370.	448, 472.						
18 Intere	est	31,638,520.	250, 541.						
•	itable contributions	36,783.	791.						
	eciation .	128,885.	87,464.	30, 255.	5, 100.				
21 Deple			24, 323, 939.						
22 Adver		28,864.					•		
23 Pension etc 24 Emptor 25 Domest	lon, profit-aharing c., plans oyee benefit programs stilc production activities duction	1, 329, 388.	387,849.						
	r deductions	-569, 853.	10,690,903.	730,551.	387,680.		6,722.	5, 930.	
27 Total	deductions	38, 309, 133.	42, 392, 188.	760,806.	392, 780.		6,722.	5, 930.	
28 NOL&S	income before Spec. Deductions	-33,149,989.	33, 206, 644.	-760,852.	-392, 780.	21,000.	-366, 413.	-5, 930.	NON
	deduction ial deductions		NONE		nouznuverzečese		######################################	창출출합보험로 자연되지 않은 최순	**************
	ole income	-33, 149, 989.	33, 206, 644.	-760, 852.	-392, 780.	21,000.	-366, 413.	-5, 930.	NON
18A				************		200000000000000000000000000000000000000	与先生过程在自由的自由的		***********
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COCA 000035 BUSINESS CONFIDENTIAL

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. ·	Oder dock and the	BURKE TRADING, INC	COCA MINES, INC.	CREEDE RESOURCES, INC.	HECLA GREENS CREEK MINING CO	HECLA JUNEA MINING CO.
	lidated Schedutes Page 1	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
1 a	Gross receipts or sales		·		132, 432, 073.	28, 702, 481.
16	Less returns & allowances					
10	Balance	•			132, 432, 073.	28,702,481
2	Cost of goods sold Gross profit				94, 255, 240.	20, 822, 470
4	Dividends				38, 176, 833.	7,880,011
5	Interest					
6	Gross rents				18, 301.	3, 971
7	Gross regulties Capital gain net					
9	income Net gain or (loss)					
-	from Form 4797				-10, 309.	-2, 235
t0	Other income	1, 040.	-25, 654.		13, 346,	1, 346
11	Total income	1,040.	-25, 654.		38, 198, 171.	7,883,093
t 2	Compensation of officers					
t 3	Salaries and wages					
14	Repairs and maintenance					
t 5	Bad debts	•				
18	Rents	•				
t7	Taxes and licenses		35.			
18	Interest				229, 209.	49,678
19	Charitable contributions			250.	20, 136.	4, 363
20	Depreciation		•	•		NON
21	Depletion	•				
22	Advertising	•				
23	Pension, profit-sharing etc., plans Employee benefit programs					•
24 25	Employee benefit programs Domestic production activities deduction					•
26	Other deductions	109.	884.	295, 125.	3, 845, 716.	833,677
27	Total deductions	109.	919.	295, 375.	4, 095, 061.	887,718,
28	Taxable Income before	931.	-26, 573.	-295, 375.	34 103 110	2002 375
	NOL & Spec. Deductions	yji.	-20,3/3,	-233, 3/3.	34, 103, 110.	6,995,375.
29a	NOL deduction					·
29b	Special deductions	•				
30	Taxable income	931.	-26, 573,	-295, 375.	34, 103, 110.	6, 995, 375
		7		20010.01	-zi +A-i ++A-	ور د بعدد به

HECLA MINING COMPANY & SUBSIDIARIES

1120 PAGE 1 DETAIL LINE 10 - OTHER INCOME	COMBI NED	HECLA MINING CO & SUBSIDIARIES - ELIMINATIONS	adjustments	HECLA MINING COMPANY & SUBSIDIARIES
INCOME FROM US PARTNERSHIPS	-28, 112.			-28,112.
FOREIGN EXCHANGE GAIN/LOSS	5, 670.			5, 670.
PENSION CREDIT	2, 278, 578.			2, 278, 578.
MISC INCOME	1,083,649.	•		1,083,649.

3, 339, 785.

3, 339, 785.

REDACTED

TOTAL.

STATEMENT 7

HECLA MINING COMPANY & SUBSIDIARIES							. RE	DACTED
1120 PAGE 1 DETAIL	HECLA MINING COMPANY	HECLA LIMITED	HECLA SILVER VALLEY, INC.	RIO GRANDE SILVER, INC.	SILVER HUNTER MINING COMPANY	HECLA ADMI RALTY COMPANY	MICA, INC.	NEVADA MINE PROPERTIES, INC
LINE 10 - OTHER INCOME	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
INCOME FROM US PARTNERSHIPS FOREIGN EXCHANGE GAIN/LOSS PENSION CREDIT MISC INCOME	1, 939, 710. 1, 030, 334.	5, 670. 338, 968. 3, 862.	-46.			31, 309.	•	

2,970,044. 348,400. -46. 31,309. 31,309.

REDACTED

TOTAL

RECLA MINING COMPANY & SUBSIDIARIES				, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
1120 PAGE 1 DETAIL	BURKE TRADING, INC.	COCA MINES, INC.	CREEDE RESOURCES, INC	HECLA GREENS CREEK MINING CO	MINING CO.
LINE 10 - OTHER INCOME	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
INCOME FROM US PARTNERSHIPS FOREIGN EXCHANGE GAIN/LOSS PENSION CREDIT		-28,112.			
MISC INCOME	1,040.	2,458.		13, 346.	1, 346.

TOTAL

1,040. -25,654. 13,346. 1,346.

REDACTED

HECLA MINING COMPANY & SUBSIDIARIES

1120 PAGE 1 DETAIL DECOMPOSED RESERVE TO THE PROPERTY OF TAXES LINE 17 - TAXES EXCLUDING INCOME TAXES	COMEI NED	RECLA MINING CO 6 SUBSIDIARIES - ELIMINATIONS	ADJUSTMENTS	HECLA MINING COMPANY & SUBSIDIARIES
TAXES & LICENSES		~~~~~~~~~~		
FOREIGN TAXES	36, 785.			36, 785.
LICENSE TAXES	346, 222.			346, 222.
	300,084.	•		300,084.
PROPERTY TAXES (PERSONAL)	37,.580.			37, 580.

REDACTED

TOTAL

720, 671. 720, 671.

REDACTED

	ΓED

HECLA MINING COMPANY & SUBSTDIARTES		,		·			RED	DACTED
1120 PAGE 1 DETAIL	KECLA MINING COMPANY	HECLA LIMITED	HECLA SILVER VALLEY, INC. REDACTED	RIO GRANDE SILVER, INC.	SILVER HUNTER MINING COMPANY	HECLA ADMIRALTY COMPANY	MWCA, INC.	nevada mine Properties, Inc
LINE 17 - TAXES EXCLUDING INCOME TAXES	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
TAXES & LICENSES FOREIGN TAXES	2, 313,	34, 472. 346, 222.						
LICENSE TAXES PROPERTY TAXES (PERSONAL)	270,074.	29, 975. 37, 580.					,	

TOTAL

272, 387. 448, 249.

REDACTED

HECLA MINING COMPANY & SUBSIDIARIES

BURKE TRADING, COCA MINES, CREEDE HECLA GREENS HECLA JUNEAU
INC. INC. RESOURCES, INC CREEK MINING MINING CO.

CO

REDACTED REDACTED REDACTED

TAXES & LICENSES
FOREIGN TAXES

35.

35.

REDACTED

TOTAL

LICENSE TAXES

PROPERTY TAXES (PERSONAL)

REDACTED

HECLA MINING COMPANY & SUBSIDIARIES

REDACTED

1120 PAGE 1 DETAIL	COMBI NED	HECLA MINING	adjustments	HECLA MINING
		CD &		COMPANY &
· ·		SUBSIDIARIES -		subsidiari es
LINE 26 - OTHER DEDUCTIONS		eli mi nati ons		
******			*****	*****
Conferences & Meetings	24, 408.			24,408.
DUES & SUESCRIPTIONS	213, 993.			213, 993.
Insurance	637,508.			637, 508.
INTERNET CHARGES	20, 319.			20, 319.
Meals & entertainment	23, 738.			23, 738.
MOVING EXPENSE	200, 023.			200, 023.
OUTSIDE SERVICES	4, 209, 127.			4,209,127.
POSTAGE & FED EX	118, 231.			118, 231.
SUPPLIES	130, 274.			130, 274.
AMORTIZATION	2, 899, 772.			2,899,772.
TRAINING & EDUCATION	25, 647.			25, 647.
TRAVEL EXPENSE	259,712.	•		259,712.
COMMUNICATIONS	124,740.			124,740.
PRINTING	61, 179.			61, 179.
EXPLORATION	617,702.			617,702.
RECLAMATION	4,574,099.			4,574,099.
G& A ALLOCATION	62.	•		62.
MISC EXPENSE	2, 073, 410.			2,073,410.
ROYALTIES AND LICENSE FEES	13, 500.			13, 500.

TOTAL

16, 227, 444. 16, 227, 444.

REDACTED

HECLA MINING COMPANY & SUBSIDIARIES		. *					KE	DACTED
1120 PAGE 1 DETAIL	HECLA MI NI NG COMPANY	HECLA LIMITED	HECLA SILVER VALLEY, INC.	RIO GRANDE SILVER, INC.	SILVER HUNTER MINING COMPANY	HECLA ADMIRALTY COMPANY	MWCA, INC.	nevada mine Properties, Inc
LINE 26 - OTHER DEDUCTIONS	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
CONFERENCES & MEETINGS	2,972	21, 436.					************	
DUES & SUBSCRIPTIONS	165, 155.	48, 838.						
Insurance	738,045.	-100,537.						
INTERNET CHARGES	20, 273.	46.						
meals & entertalnment	15, 379.	5, 864.	343.	2, 152.	•			
MOVING EXPENSE		200, 023.		•				
OUTSIDE SERVICES	3, 797, 053.	404,508.				6,722.		
POSTAGE & FED EX	102,849.	15, 382.			•			
SUPPLIES	9, 296.	92, 055.	28, 923.					
Amortiz ation	•	1,524,779.	701, 285.	385, 528.			4, 514.	
TRAINING & EDUCATION	7, 247.	18,400.	• •	•			.,	
TRAVEL EXPENSE	172, 151.	87,561.						
COMMUNICATIONS	33, 035.	91,705.						•
PRINTING	59,907.	1, 272.						
EXPLORATION	234, 624.	383,078.						
RECLAMATION	·	4,277,558.					1,416.	
GEA ALLOCATION	-6, 704, 000.	3, 247, 419.					-,	
MISC EXPENSE	776, 161.	358,016.						
ROYALTIES AND LICENSE FEES		13,500.						

-569,853. 10,690,903. 730,551. 387,680. 6,722. 5,930.

TOTAL

REDACTED

77	-06	 2 7	4

HECLA MINING COMPANY & SUBSIDIARIES	BURKE TRADING	COCA MINES,	CREEDE	HECLA GREENS	HECLA JUNEAU
1120 PAGE 1 DETAIL	INC.	INC.	RESOURCES, INC	CREEK MINING CO	MINING CO.
LINE 26 - OTHER DEDUCTIONS	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
CONFERENCES & MEETINGS DUES & SUBSCRIPTIONS INSURANCE INTERNET CHARGES MEALS & ENTERTAINMENT MOVING EXPENSE OUTSIDE SERVICES POSTAGE & FED EX		944.			
Supplies Amortization Training & Education Travel Expense Communications Printing				233,139.	50, 527.
EXPLORATION RECLAMATION GEA ALLOCATION MISC EXPENSE ROYALTIES AND LICENSE FEES	109.	40.	.295, 125.	2, 840, 643. 771, 934.	616,000. 167,150.

TOTAL

109. 884. 295,125. 3,845,716. 833,677.

	COMBI NED	HECLA MINING CO & SUBSIDIARIES -	adjustments	HECLA NINING COMPANY &
Consolidated Schedules		Elimi Nations		Subsidiaries
Sch. L - Beginning				
Assets			*****	
1 Cash	36, 142, 487.			36, 142, 487.
2 a Trade Notes and A/R	10,670,203.			10, 670, 203.
b Less allowance for Bad Debts				
3 Inventories	21, 330, 556.			21, 330, 556.
4 US Government Obligations				
5 Tax-exampt Securities				
6 Other Current Assets	7, 972, 078.	-4,866,521.		3, 105, 557.
7 Loans to Stockholders				
B Mige and Real Estate Loans		,		
9 Other investments	873, 966, 034.	-775, 349, 298.		98,616,736.
10 a Buildings and Other Depreciable				
Assets	1, 036, 415, 302.			1,036,415,302
b Less Accum. Depreciation	212, 570, 046.	*	•	212, 570, 046
11 a Depletable Assets				
b Less Accum. Depletion	*			
12 Land (net of any Amortization)	10, 493, 909.			10, 493, 909
13 s Intangible Assets	none			NON
b Less Accum. Amortization				
14 Other Assets	189, 412, 516.	-30, 486, 745.		158, 925, 771
15 Total Assets	1, 973, 833, 039.	-810, 702, 564.		1, 163, 130, 475
	*****	*************	2012200000000000	*************
Liabilities and Stockholders' Equity				
16 Accounts Payable	22, 240, 496.			22, 240, 496.
17 Miges, Notes, Bond Payable				
in less than 1 year	48,018,100.			48,018,100.
18 Other Current Liabilities	46,581,598.			46, 581, 598.
19 Loans from Stockholders				•
20 Mtges, Notes, Bonds Payable				
in 1 year or more	113, 648, 567.			113, 648, 567.
21 Other Liabilities	108, 537, 358.	-4,866,521.		103, 670, 837,
22 a Capital stock-Preferred	542, 579.	_1		542, 579.
b Capital stock-Common	805, 841, 385.	-775, 477, 385.		30, 364, 000.
23 Additional Paid-in Capitat	1,084,017,545.	-30, 544, 812.		1,053,472,733.
24 Retained earnings-Appropriated				
25 Retained earnings-Unappropriated	-261,044,304.	NONE		-261,044,304.
26 Adjustments to shareholders' equity	• • • •	نخف دنو		6, 278, 869.
27 Less cost of Treasury Stock	829, 154.	-186, 154.		643,000.
28 Total Liabilities and		********		
Slockholders' Equity	1, 973, 833, 039.	-810, 702, 564.		1, 163, 130, 475.
ISA IC9094 1.000		*************	822264238862200	REDACTE

Content Cont	HECLA MINING COMPANY &	SUBSIDIARIES					KEDACIED		
Consolidated 3 Schedules REDACTED REDA		·	HECLA LIMITED		•			MWCA, INC.	NEVADA MINE PROPERTIES, IN
Cash	Consolidated Schedules				•				
1 Code	Sch. L - Beginning	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
2 a Trade Notes and ARR 160, 548 6, 972, 985, b Less althorous of Eard Debits 7, 556, 603. 3 Inventories 15 Trade-Interpret Societies 7, 556, 603. 4 US Consumeror Obligations 7 Trade-Interpret Societies 7, 556, 603. 4 US Consumeror Obligations 7 1, 682. 5 Other Constitutions 8 2, 034, 334. 3, 030, 844. 387. 1, 682. 5 Other Interpret Societies 8 1, 682. 5 Other Interpretations 9 Other Experitations 9 Other	Assets						*******	******	
Description Continue	1 Cash	18, 355, 284.	10, 312, 052.		2,615.				
Transmission Tran	2 a Trade Notes and A/R	160,548.	6,972,085.						
Government Challgallone Title-control Research Title-control Rese	b Less allowance for Bad Debts								
Transmiss Colored Coursell Assats 2,034,334 3,030,864 387 1,682	3 Inventories		7, 556, 603.					•	
Barriage Continue	4 US Government Obligations								
Lone to Discisholders Section Control	Tax-exempt Securities			•					
Milpe and Real Estates Losins 10 a Buildings and Other Investiments 10 a Buildings and Other Despicables Assats 10 a Buildings and Other Despicables 11 a Buildings and Stockholdiers' Equity 10 a Accounts Pepables 11 a Buildings and Stockholdiers' Equity 11 a Buildings and Stockholdiers' Equity 12 a Buildings and Stockholdiers' Equity 13 a Buildings and Stockholdiers' Equity 14 a Buildings and Stockholdiers' Equity 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 15 a Cliner Liabilities 16 a Cliner Liabilities 17 a Cliner Liabilities 18 a Cliner Buildings and Stockholdiers' Equity 11 a Siles Real Page Stockholdiers' Equity 11 a Siles Real Page Stockholdiers' Equity 11 a Siles Real Page Stockholdiers' Equity 12 a Buildings and Stockholdiers' Equity 13 a Siles Real Page Stockholdiers' Equity 14 a Siles Real Page Stockholdiers' Equity 15 a Siles Real Page Stockholdiers' Equity 15 a Siles Real Page Stockholdiers' Equity 15 a Siles Real Page Stockholdiers' Equity 15 a Siles Real Page Stockholdiers' Equity 15	8 Other Current Assets	2, 034, 334.	3, 030, 864.		387.		1,682.		
Other threatments NOKE 10, 333, 803. Other threatments (457, 843. 322, 940, 244. 135, 809. 11, 487, 222. 1, 897, 280. Less Accum. Depreciation 70, 405. 188, 072, 219. 46, 575. 4, 888. 1, 897, 280. Less Accum. Depreciation 197, 875. 1, 860, 667. 1, 266, 367. Less Accum. Depreciation 197, 875. 1, 860, 667. 1, 266, 367. Less Accum. Depreciation 197, 875. 1, 860, 667. 1, 266, 367. Less Accum. Amontization 197, 875. 1, 860, 667. 1, 266, 367. Less Accum. Amontization 197, 875. 1, 860, 667. 1, 266, 367. Total Assets 552, 185, 016. 427, 292, 8916, 733, 6202, 663, 234. IDNE -3, 642, 884. 12, 831, 245. Less Accum. Legiston 197, 875. 1, 860, 667. 1, 266, 367. Total Assets 552, 185, 016. 427, 292, 8916, 733, 6202, 653, 234. IDNE -3, 642, 884. 12, 831, 245. Less Accum. Legiston 197, 875. 197, 97528, 923. 680, 015. 50, 835. Miges, Notes, Bond Populbs In less than 1 year 48, 018, 100. Miges, Notes, Bond Populbs In less than 1 year and 113, 648, 567. Miges, Notes, Bonds Populbs In 1 year and 113, 648, 567. Office Communication 197, 197, 197, 197, 197, 197, 197, 197,	7 Loans to Stockholders								
Description	Mitge and Real Estate Loans								
Assets 457,843. 322,940,244. 135,809. 11,487,222. 1,897,280. 1 Less Accum. Depreciation 70,405. 189,072,219. 46,575. 4,888. 1,897,280. 1 Less Accum. Depreciation 197,875. 1,860,667. 1,266,367. 13 Interplate Assets Less Accum. Depletion Less Accum. Depletion Less Accum. Depletion Less Accum. Depletion Less Accum. Amortization 197,875. 1,860,667. 1,266,367. 13 Interplate Assets Less Accum. Amortization 197,875. 252,358,7928,109,22114,148,570. NONE -762,102,416. 12,831,245. 16 Total Assets 592,185,016. 427,292,8916,753,6202,663,234. NONE -3,642,884. 12,831,245. 1abitities and Stockholdiers' Equity 18 Accums Psyable 2,096,193. 13,537,90528,923. 680,015. 50,835. 1abitities and Stockholdiers' Equity 19 Loans from Stockholdiers 198 Loans from Stockholdiers 2,636,596. 19,669,382. 19 Loans from Stockholdiers 2,636,596. 19,669,382. 19 Loans from Stockholdiers 2,636,596. 19,669,382. 19 Loans from Stockholdiers 503,125. 39,454. 10 Clark Libellities 9,752,018. 93,739,705. NONE NONE NONE 1,553,403. 100. 13,537,403. Additional placeh Capital Accumentary 15,152,296. 29,963,032. 100. 13,537,403. 11,241,1076,783,043. 11,241,1076,783,043. 11,241,1076,783,043. 11,241,1076,783,043. 100. 11,241,1076,783,043. 100. 11,241,1076,783,043. 100. 11,241,1076,783,043. 100. 11,241,1076,783,043. 100. 11,241,1076,783,043. 100. 11,241,1076,783,043. 100. 11,241,1076,783,043. 100. 100. 100. 100. 100. 100. 100. 10	Other investments	NONE	10, 333, 803.				758, 457, 850.		
b Less Accum. Depreciation 70, 405. 188, 072, 219. 46, 575. 4, 888. 1, 897, 280. 11 a Depletable Assets Less Accum. Depletable Depletable Assets Less Accum. Depletable Depletable Assets Less Accum. Depletable Depletable Assets Less Accum. Americation 197, 875. 1, 860, 667. 1, 266, 367. 1318 Interpleta Assets Less Accum. Americation 140 Other Assets 571, 049, 537. 252, 358, 7928, 109, 22114, 148, 570. MONE -762, 102, 416. 12, 831, 245. 157 Total Assets 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. MONE -3, 642, 884. 12, 831, 245. 158 Total Assets 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. MONE -3, 642, 884. 12, 833, 245. 158 Magas, Notes, Bond Physible 1, 894, 894. 19, 894	10 a Buildings and Other Depreciable								
b Less Accum. Depreciation 70, 405, 188, 072, 219. 46, 575. 4, 888. 1, 897, 280. 1 2 Lend (not of any Americation) 12 Lend (not of any Americation) 1397, 875. 1, 860, 667. 1, 266, 367. 13 intengblis Assets 1 Less Accum. Americation 14 Other Assets 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. INDIR -3, 642, 884. 12, 831, 245. 15 Total Assets 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. INDIR -3, 642, 884. 12, 831, 245. 1abilities and Stockholders' Equity 18 Accounts Physible 1 losts than 1 year 48, 018, 100. 18 Other Curren Lizabilities 2, 636, 596. 19, 669, 382. 10 Miges, Notes, Bonda Payable 1 of Loans farm Stockholders 10 Miges, Notes, Bonda Payable 1 of Year or more 113, 648, 567. 12 Other Libellities 9, 752, 018. 89, 793, 705. NONE NONE NONE 1, 553, 403. 1, 553, 403. 1, 553, 403. 1, 647, 559. 401, 199. 401, 199. 402, 199. 403, 199. 403, 199. 404, 199. 404, 199. 405, 199. 406, 199. 407, 290, 199. 407, 290, 199. 407, 290, 199. 407, 290, 199. 407, 290, 199. 407, 290, 199. 408, 199. 409. 409. 409. 409. 409. 409. 409. 4	Assets	457,843.	322, 940, 244.	135,809.	11,487,222.			1,897,280.	
b Less Accum. Deplation 1	b Less Accum. Depreciation	70,405.	188,072,219.	46, 575.	4,888.				:
Labilities and Stockholders' Equity 12 Land (net of any Ameritzation) 14 Other Assets 15 Total Assets 16 Total Assets 17 Total Assets 17 Total Assets 17 Total Assets 18 Total Assets 17 Tota	1 t a Depletable Assets								
13 a Intergible Assets b Less Acceum. Amortization 14 Other Assets 571, 049, 537. 252, 358, 7928, 109, 22114, 148, 570. NONE -762, 102, 416. 12, 831, 245. 15 Total Assets 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. NONE -3, 642, 884. 12, 831, 245. Liabilities and Stockholders' Equity 18 Accounts Peyable 2, 096, 193. 13, 537, 90528, 923. 680, 015. 50, 835. 17 Miges, Notes, Bond Payable 1, 68, 018, 100. 18 Other Current Liabilities 2, 636, 596. 19, 669, 382. 19 Loans from Stockholders' Equity 10 In 1 year or more 113, 648, 567. 21 Other Liabilities 9, 732, 018. 89, 793, 705. NONE NONE NONE 36, 635. 22 a Capital alock-Proterrad 503, 125. 39, 454. b Capital elock-Proterrad 503, 125. 296. 29, 963, 052. 100. 23 Additional Paid-in Capital 467, 223, 454. 484, 031, 669. NONE NONE 1, 553, 403. 24 Retained earnings-Appropriated -46, 742, 454. 484, 031, 669. NONE NONE -3, 693, 719. 11, 241, 107. 25 Adjuarments to shareholders' equity 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. NONE -3, 642, 884. 12, 831, 245.	b Less Accum. Depletion								
b Less Accum. Amortization 44 Other Assets 571, 049, 537. 252, 358, 7928, 109, 22114, 148, 570. NONE -762, 102, 416. 12, 831, 245. 15 Total Assets 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. NONE -3, 642, 884. 12, 831, 245. 16 Accounts Peyable 2, 096, 193. 13, 537, 90528, 923. 680, 015. 50, 835. 17 Miges, Notes, Bond Psyable in less than 1 year 48, 018, 100. 18 Other Current Liabilities 2, 636, 596. 19, 669, 382. 10 Loans from Stockholders (Miges, Notes, Bonda Psyable in 1 year or more 113, 648, 567. 10 Other Liabilities 9, 752, 018. 89, 793, 705. NONE NONE NONE 36, 635. 12 & Capital stock-Preferred 503, 125. 39, 454. 10 Capital stock-Preferred 503, 125. 39, 454. 10 Capital stock-Common 15, 152, 296. 29, 963, 052. 10 Capital stock-Common 15, 152, 296. 29, 963, 052. 10 Capital stock-Preferred Feathy 464, 031, 669. NONE NONE NONE 1, 553, 403. 12 Additional Paid-In Capital 467, 223, 454. 484, 031, 669. NONE NONE NONE -3, 693, 719. 11, 241, 107. 12 Additional Paid-In Capital -46, 745, 005204, 613, 9846, 724, 6973, 343, 249. 12 Capital stock-Common -46, 745, 005204, 613, 9846, 724, 6973, 343, 249. 13 Additional Paid-In Capital -46, 745, 005204, 613, 9846, 724, 6973, 343, 249. 14 Total Liabilities and Stockholders' equity 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. 15 None -3, 642, 884. 12, 831, 245.	12 Land (net of any Amortization)	197, 875.	1,860,667.	1, 266, 367.					
4 Other Assets 571, 049, 537. 252, 358, 7928, 109, 22114, 148, 570. NONE -762, 102, 416. 12, 831, 245. 5 Total Assets 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. NONE -3, 642, 884. 12, 831, 245. Accounts Payable 2, 096, 193. 13, 537, 90528, 923. 680, 015. 50, 835.	3 a Intengible Assets								
15 Total Assets 592, 185, 016. 427, 292, 891. -6, 753, 620. -2, 663, 234. NONE -3, 642, 884. 12, 831, 245.	b Less Accum. Amortization								
5 Total Assets 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. NONE -3, 642, 884. 12, 831, 245. Accounts Payable 2, 096, 193. 13, 537, 90528, 923. 680, 015. 50, 835.	4 Other Assets	571,049,537.	252, 358, 792.	-8,109,221.	• •	,	· · · · · · · · · · · · · · · · · · ·		
Abbilities and Stockholders' Equity 8	5 Total Assets	• •	•	• •	-2,663,234.	None	-3, 642, 884.	12, 831, 245.	
8 Accounts Peyable 2,096,193. 13,537,90528,923. 680,015. 50,835. 7 Miges, Notes, Bond Payable in less than 1 year 48,018,100. 8 8 Other Current Liabilities 2,636,596. 19,669,382. 9 9 Loans from Stockholders 113,648,567. 113,648,567. 113,648,567. 11 Other Liabilities 9,752,018. 89,793,705. NONE NONE NONE 36,635. 128 Capital stock-Preferred 503,125. 39,454. 9 10 Capital stock-Common 15,152,296. 29,963,052. 100. 100. 13,152,296. 19,669,3846,724,6973,343,249. NONE -3,693,719. 11,241,107. 11,241,1	labilities and Stockholders' Fourty		*******					***************************************	**********
Miges, Notes, Bond Payable in less than 1 year 48, 018, 100. 8 Other Current Liabilities 2, 636, 596. 19, 669, 382. 9 Loans from Stockholders 10 Miges, Notes, Bonda Payable in 1 year or more 113, 648, 567. 11 Other Liabilities 9, 752, 018. 89, 793, 705. NONE NONE NONE 36, 635. 12 a Capital stock-Preferred 503, 125. 39, 454. b Capital stock-Cemmon 15, 152, 296. 29, 963, 052. 3 Additional Paid-In Capital 467, 223, 454. 484, 031, 669. NONE NONE NONE 1, 553, 403. 4 Retained earnings-Appropriated 467, 223, 454. 484, 031, 669. NONE NONE 36, 6724, 6973, 343, 249. NONE -3, 693, 719. 11, 241, 107. 16 Adjustments to shareholders' equity -19, 888, 8274, 696, 793. 17 Less cost of Treesury Stock 211, 501. 431, 499. 18 Total Liabilities and		2, 096, 193,	13, 537, 905,	-28,923.	680.015		50, 835.		•
In less than 1 year	• • • • • • • • • • • • • • • • • • •	.,,		23,7223	,		***************************************		
18 Other Current Liabilities 2, 636, 596. 19, 669, 382. 19 Loans from Stockholders 10 Mitges, Notes, Bonda Payable In 1 year or more 113, 648, 567. 10 Other Liabilities 9,752, 018. 89,793,705. NONE NONE NONE 36,635. 10 Capital stock-Preferred 503, 125. 39, 454. 10 Capital stock-Common 15,152, 296. 29, 963, 052. 10 Additional Paid-in Capital 467, 223, 454. 484, 031, 669. NONE NONE 1,553, 403. 18 Retained earnings-Appropriated 467, 223, 454. 484, 031, 669. NONE NONE 1,553, 403. 18 Adjustments to shareholders' equity -19, 888, 8274, 696, 793. 19 Leas cost of Treesury Stock 211, 501. 431, 499. 10 Total Liabilities and	= · · · · •	48,018,100.							
Loans from Stockholders Mitges, Notes, Banda Payable In 1 year or more 113, 648, 567. 10 Other Liabilities 9,752, 018. 89,793,705. NONE NONE NONE 36,635. 22 a Capital stock-Preferred 503, 125. 39, 454. b Capital stock-Common 15,152, 296. 29,963,052. 100. 23 Additional Paid-in Capital 467, 223, 454. 484,031, 669. NONE NONE 1,553, 403. 24 Retained earnings-Appropriated 467,723, 454. 484,031, 669. NONE NONE 1,553, 403. 25 Retained earnings-Appropriated -46,745,005204,613, 9846,724,6973,343,249. NONE -3,693,719. 11,241,107. 26 Adjustments to shareholders' equity -19,888,8274,596,793. 27 Leas cost of Treasury Stock 211,501. 431,499. 28 Total Liabilities and	8 Other Current Liabilities		19,669,382,			•			
In 1 year or more 113, 648, 567. 21 Other Liabilities 9,752, 018. 89,793,705. NONE NONE NONE 36,635. 22 a Capital stock-Preferred 503, 125. 39, 454. b Capital stock-Common 15,152, 296. 29, 963, 052. 23 Additional Paid-in Capital 467, 223, 454. 484, 031, 669. NONE NONE 1,553, 403. 24 Retained earnings-Appropriated 467, 223, 454. 484, 031, 669. NONE NONE 1,553, 403. 25 Retained earnings-Unappropriated -46, 745, 005204, 613, 9846, 724, 6973, 343, 249. NONE -3, 693, 719. 11, 241, 107. 26 Adjustments to shareholders' equity -19, 888, 8274, 696, 793. 27 Leas cost of Treesury Stock 211, 501. 431, 499. 28 Total Liabilities and	19 Loans from Stockholders		• •						•
21 Other Liabilities 9,752,018. 89,793,705. NONE NONE NONE 36,635. 22 a Capital stock-Preferred 503,125. 39,454. b Capital stock-Common 15,152,296. 29,963,052. 100. 23 Additional Paid-in Capital 467,223,454. 484,031,669. NONE NONE 1,553,403. 24 Retained eamings-Appropriated -46,745,005204,613,9846,724,6973,343,249. NONE -3,693,719. 11,241,107. 25 Retained eamings-Unappropriated -46,745,005204,613,9846,724,6973,343,249. NONE -3,693,719. 11,241,107. 26 Adjustments to shareholders' equity -19,888,8274,696,793. 27 Leas cost of Treesury Stock 211,501. 431,499. 28 Total Liabilities and	20 Miges, Notes, Bonds Payable				•				•
Context Liabilities 9,752,018. 89,793,705. NONE NONE NONE 36,635. Capital stock-Preferred 503,125. 39,454. Capital stock-Common 15,152,296. 29,963,052. Additional Paid-in Capital 467,223,454. 484,031,669. NONE NONE 1,553,403. Retained earnings-Appropriated -46,745,005204,613,9846,724,6973,343,249. NONE -3,693,719. 11,241,107. Capital stock-Common 15,152,296. 29,963,052. Retained earnings-Appropriated -46,745,005204,613,9846,724,6973,343,249. NONE -3,693,719. 11,241,107. Capital stock-Preferred 503,125. NONE NONE NONE 1,553,403. Capital stock-Common 15,152,296. 29,963,052. Leas cost of Tressury Stock 211,501. 431,499. Capital stock-Preferred 503,125. NONE NONE NONE 1,553,403. Capital stock-Common 15,152,296. 29,963,052. Capital stock-Preferred 503,125. NONE NONE NONE 1,553,403. Capital stock-Common 15,152,296. 29,963,052. Capital stock-Common 15,152,296. Capital stock		113, 648, 567.							
22 a Capital stock-Preferred 503,125. 39,454. b Capital stock-Cemmon 15,152,296. 29,963,052. 100. 23 Additional Paid-in Capital 467,223,454. 484,031,669. NONE NONE 1,553,403. 24 Retained earnings-Appropriated 25 Retained earnings-Unappropriated -46,745,005204,613,9846,724,6973,343,249. NONE -3,693,719. 11,241,107. 26 Adjustments to shareholders' equity -19,888,8274,696,793. 27 Less cost of Treesury Stock 211,501. 431,499. 28 Total Liabilities and	1 Other Liabilities		89,793,705.	NONE	NONE		NONE	36.635.	•
Capital stock-Common 15,152,296. 29,963,052. 100.		• •	• •					30,000	
Additional Paid-in Capital 467, 223, 454. 484, 031, 669. NONE NONE 1, 553, 403. Retained earnings-Appropriated Retained earnings-Unappropriated -46, 745, 005204, 613, 9846, 724, 6973, 343, 249. NONE -3, 693, 719. 11, 241, 107. Adjustments to shareholders' equity -19, 888, 8274, 696, 793. Less cost of Treesury Stock 211, 501. 431, 499. Total Liabilities and		•						100.	
Retained earnings-Appropriated Retained earnings-Unappropriated Adjustments to shareholders' equity -19, 888, 8274, 696, 793. Less cost of Treasury Stock 211, 501. 431, 499. Stockholders' Equity 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. NONE -3, 642, 884. 12, 831, 245.	•	•		NONE	NONE				
Retained earnings-Unappropriated -46, 745, 005204, 613, 9846, 724, 6973, 343, 249. NONE -3, 693, 719. 11, 241, 107. Adjustments to shareholders' equity -19, 888, 8274, 696, 793. Less cost of Treasury Stock 211, 501. 431, 499. Total Liabilities and		•						-,	
Adjustments to shareholders' equity -19, 888, 8274, 696, 793. Less cost of Treesury Stock 211, 501. 431, 499. Total Liabilities and		-46,745,005.	-204, 613, 984.	-6,724,697.	-3, 343, 249.	NONE	-3,693.719.	11. 241. 107.	
Total Liabilities and							-,,		
8 Total Liabilities and									
Stockholders Equity 592, 185, 016. 427, 292, 8916, 753, 6202, 663, 234. NDNE -3, 642, 884. 12, 831, 245.				***********		******			
	Stockholders' Equity	592, 185, 016.	427, 292, 891.	-6, 753, 620.	-2, 663, 234.	NONE	-3, 642, 884.	12,831,245.	
9094 1.000 #################################	iA 59094 1.000	********		cncessassass	• •		• •		************
REDACTED STATEMENT 37					REDACTED	r		STATEMEN	r 37

HECLA MINING COMPANY &	SUBSIDIARIES BURKE TRADING, INC	COCA MINES, INC.	CREEDE RESOURCES, INC.	HECLA GREENS CREEK MINING CO	HECLA JUNEAU MINING CO.
Consolidated Schedules Sch. L - Beginning	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Assets	*******				******
1 Cash	25,729.	3, 358.	5, 891.	6, 113, 046.	1, 324, 512.
2 a Trade Notes and A/R	1, 469, 345.	2,760.		1,697,549.	367, 916.
b Less allowance for Bad Debts					
3 Inventories	470.			11, 319, 335.	2, 454, 148.
4 US Government Obligations					
5 Tax-exempt Securities					
6 Other Current Assets		262.		2, 386, 866.	517, 683.
7 Loans to Stockholders					•
8 Mige and Real Estate Loans					
9 Other investments	105, 174, 381.			,	
10 a Buildings and Other Depreciable					
Assets				574, 473, 523.	125, 023, 381.
b Less Accum, Depreciation				18, 474, 629.	4,004,050.
11 a Depistable Assets				20,414,025.	4,004,050.
b Less Accum. Depletion					
12 Land (net of any Amortization)				5,888,000.	1,281,000.
				• •	• • • • • • • • • • • • • • • • • • • •
				NONE	NONE
b Less Accum. Amortization			404 001	50 064 001	20 000 444
14 Other Assets	65, 253, 945.		-675, 901.	59, 964, 991.	12,990,114.
f 5 Total Assets	171, 923, 870.	6, 380.	-670,010.	643, 368, 681.	139, 954, 704.
Liebilities and Stackbatdom! Fruits					***********
Liabilities and Stockholders' Equity 16 Accounts Payable		-10.	£ 024		
	•	-10.	5,976.	4,308,002.	1,590,503.
17 Miges, Notes, Bond Payable	•				
in tess than 1 year		•			
18 Other Current Liabilities				19,951,654.	4, 323, 966.
19 Loans from Stockholders					
20 Miges, Notes, Bonds Payable in 1 year or more					
2 f Other Liabilities	*	5,000.		7,351,000.	1,599,000.
22 a Capital stock-Preferred					
b Capital stock-Common		128,087.		624, 694, 226.	135, 903, 624.
23 Additional Paid-in Capital	119, 752, 613.	11, 456, 406.	NONE		
24 Retained earnings-Appropriated				•	
25 Retained earnings-Unappropriated	21, 306, 768.	-11, 396, 949.	-675, 986.	-12, 936, 201.	-3, 462, 389.
26 Adjustments to shareholders' equ	· · ·		•		• •
27 Less cost of Treasury Stock	• • • • •	186, 154.			
28 Total Liabilities and	*****		**********	***	
Stockholders' Equity	171, 923, 870.	6,380.	-670,010.	643, 368, 681.	139, 954, 704.
JSA 9C9094 1.000	84922220000000				

STATEMENT

		COMBI NED	HECLA MINING CO & SUBSIDIARIES -	adjustments	HECLA MINING COMPANY &
Cons	olidated Schedules		eliminations		Subsidi ari es
Bch. I	L - Ending				
	Assets	****	************		
1	Cash	104, 579, 720.		*	104,579,720.
2 a	Trade Notes and A/R	27, 161, 639,			27, 161, 639.
b	Less allowance for Bad Debts				
3	Inventories	21, 465, 798.			21, 465, 798.
4	US Government Obligations		•		
5	Tax-exempt Securities	•			
6	Other Current Assets	11, 579, 161.	NONE		11,579,161.
7	Loans to Stockholders				
8	Mige and Real Estate Loans				
9	Other Investments	895, 125, 506.	-881, 104, 142.		14,021,364.
10 a	Buildings and Other Depreciable	•			,
	Assets	1,071,149,950.			1,071,149,950.
Þ	Less Accum. Depreciation	275, 580, 617.			275,580,617.
11 a	·	•			,
b	Less Accum. Depletion				
12	Land (net of any Amortization)	9, 227, 542.			9, 227, 542.
13 a	Intangible Assets	3, 804, 402.	•		3, 804, 402.
	Less Accum, Amortization				, ,
14	Other Assets	353, 195, 362.	-234, 319, 327.		118,876,035.
15	Total Assets	2,221,708,463.	-1, 115, 423, 469.		1,106,284,994.
Llabili	ties and Stockholders' Equity				
16	Accounts Payable	11,682,096.			11,682,096.
17	Miges, Notes, Bond Payable				
	in less than 1 year				
18	Other Current Liabilities	65, 783, 689.	~.		65, 783, 689.
f 9	Loans from Stockholders				
20	Miges, Noies, Bonds Payable				•
	in 1 year or more	NONE			NONE
21	Other Liabilities	338,597,899.	-234, 319, 327.		104, 278, 572.
22.a	Capital stock-Preferred	542,579.			542, 579.
þ	Capital stock-Common	820,960,323.	-761, 356, 323.		59,604,000.
23	Additional Paid-in Capital	1, 265, 256, 861.	-119,933,973.		1,145,322,888.
24	Retained earnings-Appropriated				
25	Retained earnings-Unappropriated	-266, 360, 656.	NONE		-266, 360, 656.
26	Adjustments to Shareholders' Equity	-13, 925, 174.			-13, 925, 174.
27	Less cost of Treasury Stock	829,154.	-186, 154.		643,000.
28	Total Liabilities and				
	Stockholders' Equity	2, 221, 708, 463.	-1, 115, 423, 469.		1, 106, 284, 994.
	5 1,000				-,

HECLA MINING COMPANY	SUBSIDIARLES HECLA MINING COMPANY	HECLA LIMITED	HECLA SILVER VALLEY, INC.	RIO GRANDE SILVER, INC.	SILVER HUNTER MINING COMPANY	REDACTED HECLA ADMITALTY COMPANY	MWCA, INC.	NEVADA MINE PROPERTIES, IN
Consolidated Schedules	REDACTED	REDACTED	REDACTED	REDACTED		REDACTED	REDACTED	
Sch. L - Ending	KEDACIED		REDACTED		REDACTED	VEDVOTED	REDACTED	REDACTED
Assets 1 Cash	42 052 410	56 201 764						
2 a Trade Notes and A/R	42,967,410. 1,998,058.	56, 291, 764.	*	11, 423.				
	1, 550, V30.	15, 908, 613.			•			
b Less allowance for Bad Debts 3 Inventories		7 500 255						
4 US Government Obligations	•	7, 589, 265.						
5 Tax-exempt Securities	•							
6 Other Current Assets	5, 134, 696.	2, 692, 397.		38.7.		1 600		
7 Loans to Stockholders	2) 1,34, 030,	2,052,551.		1 39.11		1,682.		
8 Mige and Real Estate Loans				· ·				
9 Other Investments	815, 132, 229.	79, 993, 277.				1971 1170		
10 a Buildings and Other Depreciable	0131 1321 1231	13,333,611.				NONE		•
Assets	457,843.	344, 148, 930.	1, 368, 776.	11, 487, 222.		•	1 007 190	
b Less Accum. Depreciation	193, 248.	206, 829, 754.	66, 626.	16, 618.	•		1,897,280.	
11 a Depletable Assets	173, 240.	200,027,721	00, 020.	10, 010.			1,897,280.	
b Less Accum. Depletion								
12 Land (net of any Amortization)	197, 875.	1,860,667.	NONE					
13 a Intangible Assets	131/019	1, 5,00, 601.	none.				•	
b Less Accum. Amortization								
14 Other Assets	23, 868, 172.	298, 505, 053.	NONE	NONE	21,000.	NONE	NONE	
1.5 Total Assets	889, 563, 035.	600, 160, 212.	1, 302, 150.	11,482,414.	21,000.	1,682.	NONE	Paper Col Col Col Col Col Col Col Col Col Col
Liabilities and Stockholders' Equity		es eschannich a		*************	************		222227577722708	**************
16 Accounts Payable	421, 149.	6, 683, 232.	NÓNE	437,776.		NONE		
17 Miges, Notes, Bond Payable	,	,	· · · · · ·			,,,,,,		
in less than f year								
f8 Other Current Liabilities	5, 312, 979.	27, 727, 367.		1				
19 Loans from Stockholders		- • - • -						
20 Miges, Notes, Bonds Payable	٠.	·						
in 1 year or more	NONE							
21 Other Liabilities	235, 315, 422.	101,018,957.	66, 290.	43, 347.		22, 561.	36, 635.	
22 a Capital stock-Preferred	503, 125.	39, 454.		•			•	
b Capital stock-Common	29, 640, 889.	29, 963, 052,					100.	
23 Additional Paid-in Capitat	603, 494, 944.	552,749,905.	8, 983, 556.	15,583,604.			-35, 319.	
24 Retained earnings-Appropriated								
25 Retained earnings-Unappropriate	d 28,094,294.	-116, 673, 248.	-7,747,696.	-4,582,313.	21,000.	-20,879.	-1,416.	
26 Adjustments to Shareholders' Eq		-916,90B.						•
27 Less cost of Treasury Stock	211, 501.	431, 499.						
28 Total Liabilities and				********	******	********	*****	~~~~~~~~
Stockholders' Equity	889, 56 3, 035.	600, 160, 212.	1,302,150.	11, 482, 414.	21,000.	1, 682.		
JBA 9C9095 1,000				REDACTED	***********	2722222222	************	************
							STATEMEN	T 40

14/644	A MINING COMPANY &	BURKE TRADING, INC	COCA MINES, INC.	CREEDE RESOURCES, INC.	HECLA GREENS CREEK MINING CO	HECLA JUNEAU MINING CO.
	olidated Schedules - Ending	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Assets	* ***	A 445	*****	. 250 166	0.00
1	Cash	7,559.	2, 615.	3, 507.	4, 352, 165.	943, 277.
28	Trade Notes and A/R	NONE	2,770.		7,604,141.	1,648,057.
b	Less allowance for Bad Debts				11 404 007	0 450 500
3	Inventories	NONE			11,404,007.	2, 472, 526.
4	US Government Obligations					
5	Tax-exempt Securities		202		2 147 201	(02 52(
6	Other Current Assets		262,		3, 147, 201.	602, 536,
7 .	Loans to Stockholders					
8	Mige and Real Estate Loans					
9	Other Investments	NONE ·	•			
10 a	Buildings and Other Depreciable	•			F04 F76 A13	107 217 006
	Assets			•	584, 576, 813.	127, 213, 086.
	Less Accum. Depreciation			•	54,718,007.	11,859,084.
11 a	Depletable Assets					
	Less Accum. Depletion				r 000 000	
12	Land (net of any Amortization)				5, 888, 000.	1, 281, 000.
13 a	Intangible Assets				3, 126, 737.	677,665.
	Less Accum. Amerization	10 542 525		NONE	16, 617, 202.	3 541 000
14	Other Assets	10, 542, 935.		NONE	10, 01 /, 202,	3,641,000.
15	Total Assets	10, 550, 494.	5,647.	3,507.	581, 998, 259.	126, 620, 063.
Liabili	ies and Stockholders' Equity					
16	Accounts Payable		NONE	13,589.	2,909,858.	1, 216, 492.
17	Miges, Noies, Bond Payable			•		
	in less than 1 year					
18	Other Current Liabilities		•	•	26,911,000.	5, 832, 343.
19	Loans from Stockholders					
20	Miges, Notes, Bonds Payable					
	in 1 year or more					
21	Other Liabilities		5,000.		1,717,535.	372, 252.
22 a	Capital stock-Preferred					
ь	Capital stock-Common		128,087.		624, 858, 924.	136,369,271.
23	Additionat Pald-in Capitat	72, 013, 109.	11, 505, 783.	961,279.		
24	Retained earnings-Appropriated					
25	Retained earnings-Unappropriated	-61, 462, 615.	-11, 447, 069.	-971, 361.	-74, 399, 058.	-17, 170, 295.
	Adjustments to Shareholders' Equity	NONE				
26			186, 154.			
26	Less cost of Treasury Stock					
	Less cost of Treasury Slock Total Liabilities and		***************************************			
26 27 28		10, 550, 494.	5, 647.	3, 507.	581, 998, 259.	126, 620, 063.

HECT.B	MY NT NC	COMPANY &	SUBSTOTARIES

TOTAL

HECLA MINING COMPANY & SUBSIDIARIES 1120 PAGE 5 DETAIL	COMBI		HECLA MINING CO & ADJUSTMENTS SUBSIDIARIES - ELIMINATIONS				REDACTED HECLA MINING COMPANY & SUBSIDIARIES	
SCH. L, LINE 6 - OTHER CURRENT ASSETS AFFILIATE RECEIVABLE PREPAID EXPENSES DEFERRED INCOME TAX RESTRICTED CASH PENSION RESERVE OTHER CURRENT ASSETS	545, 610. 2, 481, 540. 2, 107, 229. 1, 515, 794. 1, 321, 905.	ENDING 1, 985, 978. 7, 176, 049. 828, 502. NONE 1, 588, 632.	BEGI NNI NG -4, 866, 521.	ending None	BEGI NNI NG	ENDI NG	BEGINNING -4,866,521, 545,610. 2,461,540. 2,107,229. 1,515,794. 1,321,905.	ENDI NG NOME 1, 985, 978. 7, 176, 049. 828, 502. NOME 1, 588, 632.

3, 105, 557.

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HECLA MINING COMPANY & SUBSIDIARIES		*					KED	ACTED
1120 PAGE 5 DETAIL	HECLA MINING REDAC		HECLA LIN		HECLA SILVER V		RIO GRANDE SII	
SCH. L, LINE 6 - OTHER CURRENT ASSETS	BEGI NNI NG	ENDING	BEGI NNI NG	ENDI NG	BEGI NNI NG	ENDING	BEGI NNI NG	ENDI NG
AFFILIATE RECEIVABLE PREPAID EXPENSES DEFERRED INCOME TAX	NONE 108, 540.	700, 445. 4, 434, 251.	545, 610.	1, 285, 533.			•	
RESTRICTED CASH PENSION RESERVE OTHER CURRENT ASSETS	1,515,794. 410,000.	NONE	2, 107, 229. 378, 025.	828, 502. 578, 36 <u>2.</u>			387.	387.

2,034,334. 5,134,696. 3,030,864. 2,692,397. 387. 387.

TOTAL

REDACTED

HECLA MINING COMPANY & SUBSIDIARIES							RED	ACTED
1120 PAGE 5 DETAIL	SILVER HUNTER M		HECLA ADMIRAL	TY COMPANY	MMCA,	INC.	NEVADA MINE PRO	PERTIES, INC
urnariands of current and control of the control of	REDAC	CTED	REDACTED REDACTED		REDACTED			
SCH. L, LINE 6 - OTHER CURRENT ASSETS	BEGI NNI NG	ENDING	BEGI NNI NG	ENDING	BEGI NNI NG	ENDI NG	BEGI NNI NG	ENDI NG
AFFILIATE RECEIVABLE PREPAID EXPENSES DEFERRED INCOME TAX						क का विकास के के के के का व्यवस्था का व्यवस्था ,		

AFFILIATE RECEIVABLE
PREPAID EXPENSES
DEFERRED INCOME TAX
RESTRICTED CASH
PENSION RESERVE
OTHER CURRENT ASSETS

TOTAL

1,682.

1,682.

		1,692.	1,682.			
***************************************	*********		***********	 **********	asasas satura	**********
	•					

REDACTED

HECLA MINING COMPANY & SUBSIDIARIES 1120 PAGE 5 DETAIL	BURKE TRADI	•	COCA MINE REDAC	•	CREEDE RESO	URCES, INC.	HECLA GREENS CRE REDAC	
SCH. L. LINE 6 - OTHER CURRENT ASSETS	Beginning	ENDING	BEGI NNI NG	ENDI NG	BEGI NNI NG	ENDI NG	BEGI NNI NG	ENDI NG
AFFILIATE RECEIVABLE PREPAID EXPENSES DEFERRED INCOME TAX RESTRICTED CASH PENSION RESERVE						·	1, 950, 000.	2, 318, 798.
OTHER CURRENT ASSETS			262.	262.			436, 866.	828, 403.

262. 262. 2, 386, 866. 3, 147, 201.

TOTAL

HECLA MINING COMPANY & SUBSIDIARIES

1120 PAGE 5 DETAIL

HECLA JUNEAU MINING CO.
REDACTED

SCH. L. LINE 6 - OTHER CURRENT ASSETS	begi nni ng	endi ng			
AFFILIATE RECEIVABLE PREPAID EXPENSES					
DEFERRED INCOME TAX RESTRICTED CASH	423, 000.	423,000			
PENSION RESERVE OTHER CURRENT ASSETS	94, 683.	179, 536			

517, 683. 602, 536.

TOTAL

REDACTED

STATEMENT 46

COCA 000056 BUSINESS CONFIDENTIAL

HECLA MINING COMPANY & SUBSIDIARIES 1120 PAGE 5 DETAIL	COMBINED		HECLA MINING CO & Subsidiaries – Eliminations		adjustments		REDACTED HECLA MINING COMPANY & SUBSIDIARIES	
SCH. L, LINE 21 - OTHER LIABILITIES	Beginning	ENDING	Beginning	ENDI NG	Beginning	ENDI NG	BEGINNING	endi ng
AFFILIATE PAYABLE DEFERRED COMPENSATION INTERCOMPANY PAYABLE LEASE LIABILITY NON CURRENT DEFERRED FOREIGN TAXES ACCRUED RECLAMATION - NON CURRENT ACCRUED BONUS PENSION LIABILITY ACCRUED PENSION MISC NON CURRENT LIABILITIES	21, 321, 163. NONE NONE NONE 87, 116, 195. NOME NOME NOME 100, 000.	160, 039. 235, 781, 040. 3, 280, 592. 3, 034, 221. 88, 845, 860. 1, 464, 000. 482, 158. 5, 449, 989. 100, 000.	-4,866,521. NONE	NONE -234, 319, 327.			-4,866,521. 21,321,163. NONE NONE NONE 87,116,195. NONE NONE NONE NONE 100,000.	NONE 160,039. 1,461,713. 3,280,592. 3,034,221. 88,845,860. 1,464,000. 482,158. 5,449,989. 100,000.

TOTAL

108, 537, 358. 338, 597, 899. -4, 866, 521. -234, 319, 327. 103, 670, 837. 104, 278, 572.

HECLA MINING COMPANY & SUBSIDIARIES 1120 PAGE 5 DETAIL	REDACTED		HECLA LIMITED REDACTED		HECLA SILVER VALLEY, INC. REDACTED		REDACTED RIO GRANDE SILVER, INC. REDACTED	
SCH. L. LINE 21 - OTHER LIABILITIES	beginning	endi ng	Begi nni ng	endi ng	Beginning	ending	BEGINNING	ENDI NG
AFFILIATE PAYABLE DEFERRED COMPENSATION INTERCOMPANY PAYABLE LEASE LIABILITY NON CURRENT DEFERRED FOREIGN TAXES ACCRUED RECLAMATION - NON CURRENT ACCRUED BONUS PENSION LIABILITY ACCRUED PENSION MISC NON CURRENT LIABILITIES	9, 752, 018. NONE NONE	64,699. 229,575,577. 1,464,000. 4,211,146.	2, 619, 145. NONE NONE NONE 87, 074, 560. NONE NONE 100, 000.	95, 340. 5, 856, 453. 1, 407, 617. 3, 034, 221. 88, 804, 225. 482, 158. 1, 238, 843. 100, 000.	MÓNE	66, 290.	NONE	43, 347.

9,752,018. 235,315,422. 89,793,705. 101,018,857. NONE 66,290. NONE 43,347,

TOTAL

REDACTED

REDACTED

HECLA MINING COMPANY & SUBSIDIARIES 1120 PAGE 5 DETAIL	SILVER HUNTER M		HECLA ADMIRALT		MWCA, I REDACT		NEVADA MINE PRO	OPERTIES, INC
SCH. L, LINE 21 - OTHER LIABILITIES	BEGI NNI NG	ENDI NG	BEGI NNI NG	ENDI NG	BEGI NNI NG	Ending	BEGI NNI NG	ENDI NG
AFFILIATE PAYABLE DEFERRED COMPENSATION INTERCOMPANY PAYABLE LEASE LIABILITY NON CURRENT DEFERRED FOREIGN TAXES ACCRUED RECLAMATION - NON CURRENT ACCRUED BONUS PENSION LIABILITY ACCRUED PENSION MISC NON CURRENT LIABILITIES			NONE	22,561.	36, 635.	36, 635.		

NONE 22,561. 36,635. 36,635.

TOTAL

REDACTED

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HECLA MINING COMPANY 6 SUBSIDIARIES				•			RED	ACTED
1120 PAGE 5 DETAIL	BURKE TRADING, INC. REDACTED		COCA MINES, INC. REDACTED		CREEDE RESOURCES, INC. REDACTED		HECLA GREENS CREEK MINING CO REDACTED	
SCH. L. LINE 21 - OTHER LIABILITIES	BEGI NNI NG	endi ng	BEGINNING	endi ng	Beginning	ENDI NG	BEGI NNI NG	ENDI NG
AFFILIATE PAYABLE DEFERRED COMPENSATION INTERCOMPANY PAYABLE LEASE LIABILITY NON CURRENT DEFERRED FOREIGN TAXES ACCRUED RECLAMATION - NON CURRENT ACCRUED BONUS PENSION LIABILITY ACCRUED PENSION MISC NON CURRENT LIABILITIES			5, 000.	5,000.			7,351,000. NONE NONE	NONE 178, 192. 1,539, 343.

5,000. 7, 351, 000. 5,000. 1,717,535.

TOTAL

REDACTED

REDACTED

HECLA MINING COMPANY & SUBSIDIARIES

1120 PAGE 5 DETAIL

HECLA JUNEAU MINING CO. REDACTED

SCH. L. LINE 21 - OTHER LIABILITIES

AFFILIATE PAYABLE DEFERRED COMPENSATION INTERCOMPANY PAYABLE LEASE LIABILITY NON CURRENT DEFERRED FOREIGN TAXES ACCRUED RECLAMATION - NON CURRENT ACCRUED BONUS PENSION LIABILITY ACCRUED PENSION MISC NON CURRENT LIABILITIES

BEGI NNI NG ENDI NG

NONE

1,599,000. NONE NONE

38,620.

333, 632.

TOTAL

1,599,000. 372,252.

REDACTED

STATEMENT 67

COCA 000061 BUSINESS CONFIDENTIAL

REDACTED

HECLA MINING COMPANY & SUBSIDIARIES COMBI NED HECLA MINING CO & **ADJUSTMENTS BECLA MINING** SUBSIDIARIES -COMPANY & **Consolidated Schedules** ELIMINATIONS SUBSIDIARIES Sch. M1 and M-2 Summary Schedule M-1 Net income per books Federal Income Tax Excess Capital Losses Income Subject to Tax not on Books 5 Expenses Recorded on Books not Deducted on Return a Depreciation b Charltable Contributions c Travel and Entertainment Other 8 Total Lines 1-5 7 Income Recorded on Books not included on Return a Tax-exempt Interest Other 8 Deductions on Return not on Books a Depreciation b Charitable Contributions Other 9 Total Lines 7 and 8

10 Income (Line 28, Page 1)

	Schedule M-2		•		
1	Balance at beginning of year	-261, 044, 304.	NONE		-261, 044, 304.
2	Net Income per Books	67,776,693.	•		67,776,693.
3	Other Increases	23, 333, 771.			23, 333, 771.
-4	Total Line 1-3	-169, 933, 840.	NONE		-169, 933, 840.
5	Distributions		** 3 ***		
	a Cash	13, 633, 000.			13, 633, 000.
• •	b Stock				
	c Property				•
6	Other Decreases	82,793,816.			82, 793, 816.
	•			****	****
7	Total lines 5 and 6	96, 426, 816.		•	96, 426, 816.
		~~******	*******	*****	
8	Balance at end of year	-266, 360, 656.	NONE		-266, 360, 656.
9C9	096 1.000	*************	公司立立立立立立立立立立 	*************	REDACTED

ECLA MINING COMPANY &	HECLA MINING COMPANY	HECLA LIMITED	HECLA SILVER VALLEY, INC.	RIO GRANDE SILVER. INC.	SILVER HÜNTER MINING COMPANY	REDACTED HECLA ADMIRALTY COMPANY	MMCA, INC.	NEVADA MINE PROPERTIES, I
onsolidated Schedules ch. M1 and M-2 Summary Schedule M-1	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTE
Net income per books	•							
Federal income Tax		•						
Excess Capital Losses								
Income Subject to Tax not on Books		•						
Expenses Recorded on Books								,
not Deducted on Return a Depreciation								
b Charitable Contributions				•			,	
c Travel and Entertainment								•
Other								
Total Lines 1-5								
Income Recorded on Books						•		
not included on Return								
a Tax-exempt Interest	٠					,*		
Other Deductions on Return not on Books					•			
a Depreciation								
b Charitable Contributions	•		,		.			•
Other						•		
Total Lines 7 and 8								
Income (Line 28, Page 1)								
Schedule M-2								
Balance at beginning of year	-46, 745, 005.	-204, 613, 984.	-6,724,697.	-3, 343, 249.	NONE	-3, 693, 719.	11, 241, 107.	
Net Income per Books	-34,409,938.	54,886,087.	-1,022,999.	-1,239,064.	21, 000.	-366, 413.	-1, 416.	
Other Increases		22,942,771.				391,000.		
Total Line 1-3 Distributions	-81, 154, 943.	-126, 785, 126.	-7,747,696.	-4, 582, 313.	21,000.	-3, 669, 132.	11, 239, 691.	
a Cesh	-109, 249, 237.	-10,111,878.				-3, 648, 253.	11, 241, 107.	
b Stock						J, 414, 245.	//	
c Property		•						
Other Decreases								
Total lines 5 and 6	-109, 249, 237.	-10, 111, 878.		19 19 18 19 18 18 18 18 18 18 18 19 19		-3, 648, 253.	11, 241, 107.	
Balance at and of year A 8088 1.000	28, 094, 294.	-116,673,248.	-7,747,696.	-4, 582, 313.	21,000.	-20, 879.	-1, 416.	
		***************		22222222222222		************	22204120425255	***********

HECLA MINING COMPANY &	SUBSIDIARIES				REDACTED
	BURKE TRADING, INC	COCA MINES, INC.	CREEDE RESOURCES,	HECLA GREENS CREEK	

HECLA MINING COMPANY &					
	BURKE TRADING, INC	COCA MINES, INC.	CREEDE RESOURCES, INC.	HECLA GREENS CREEK MINING CO	HECLA JUNEAU MINING CO.
Consolidated Schedules	REDACTED	REDACTED	REDACTED	REDACTED	DEDACTED
Sch. M1 and M-2 Summary	REDAGIED		,		REDACTED
Schedule M-1					
1 Net Income per books					
2 Federal Income Tax					*
3 Excess Capital Losses			•		5
4 Income Subject to Tax not on Books			•		
5 Expenses Recorded on Books					
not Deducted on Return					
a Depreciation		•			
b Charitable Contributions					•
c Travel and Entertainment					
Other					
•					•
6 Total Lines 1-5		4			
7 Income Recorded on Books					
not included on Return					
a Tax-exempt Interest		•			
Other					
8 Deductions on Return not on Books					
a Depreciation				•	
b Charitable Contributions		•			
Other					
9 Total Lines 7 and 8			•		·
10 Income (Line 28, Page 1)					
Schedule M-2					
1 Balance at beginning of year	21, 306, 768.	-11, 396, 949.	-675, 986.	÷12, 936, 201.	-3, 462, 389.
2 Net Income per Books	931.	-26,618.	-295, 375.	41,601,111.	8,629,387.
3 Other increases		•			
4 Total Line 1-3	21, 307, 699.	-11, 423, 567.	-971, 361.	28, 664, 910.	5, 166, 998.
5 Distributions					
a Cash		•	•	103, 063, 968.	22, 337, 293.
b Stock					
c Property					
6 Other Decreases	82, 770, 314.	23, 502.			
7 Total lines 5 and 6	82,770,314.	23, 502.		103, 063, 968.	22, 337, 293.
8 Balance at end of year	-61, 462, 615.	-11, 447, 069.	-971, 361.	-74, 399, 058,	-17, 170, 295.
J8A 9C8095 1.000	000000000000000000000000000000000000000		20202222222469	************	****
				REDACTED	

HECLA MINING COMPANY & SUBSIDIARIES

1120 PAGE 5 DETAIL SCH. M-2, LINE 6 - OTHER DECREASES	S	HECLA MINING CO 6 UESIDIARIES - ELIMINATIONS	ADJUSTMENTS	HECLA MINING COMPANY & SUBSIDIARIES
RECLASSIFICATION - NO TAX EFFECT REVERSAL OF SUBSIDIARY EQUITY	6,737,074. 76,056,742.			6,737,074. 76,056,742.

TOTAL

82, 793, 816. 82, 793, 816.

REDACTED

ATEMENT

HECLA MINING COMPANY & SUBSIDIARIES						REDACTED		
1120 PAGE 5 DETAIL	HECLA MINING COMPANY	HECLA LIMITED	HECLA SILVER VALLEY, INC.	RIO GRANDE SILVER, INC.	SILVER HUNTER MINING COMPANY	HECLA ADMIRALTY	MWCA, INC.	NEVADA MINE PROPERTIES,
	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	COMPANY REDACTED	REDACTED	INC REDACTED
SCH M-2, LINE 6 - OTHER DECREASES							***************************************	VEDVOIED
RECLASSIFICATION - NO TAX EFFECT REVERSAL OF SUBSIDIARY EQUITY		•						

TOTAL

REDACTED

REDACTED

1120 PAGE 5 DETAIL	BURKE TRADING, INC.	COCA MINES, INC.	CREEDE RESOURCES, INC	HECLA GREENS CREEK MINING CO	HECLA JUNEAU MINING CO.
SCH. M-2, LINE 6 - OTHER DECREASES	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
RECLASSIFICATION - NO TAX EFFECT REVERSAL OF SUBSIDIARY EQUITY	6, 713, 572. 76, 056, 742.	23, 502.			

TOTAL

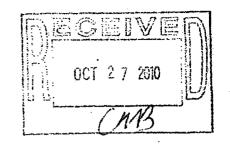
82, 770, 314. 23,502.

REDACTED

STATEMENT 81

COCA 000067 BUSINESS CONFIDENTIAL Kari S. LaRue Aspen Tax Services LLC 9122 S. Quaking Aspen Lane Valleyford, WA 99036

October 20, 2010



Mike Clary
Hecla Mining Company
6500 N. Mineral Drive, Suite 200
Coeur d'Alene, ID 83815

Dear Mr. Clary,

At your request I reviewed the items described below in respect to the returns previously provided. Regarding the returns previously provided, I understand the following:

Item 5 of the correspondence dated September 21, 2010 requests copies for all years since 2003 for which CoCa Mines prepared a separate tax return. CoCa did not file separate returns for any of those years. Item 5 mentions that the tax returns for 2005 through 2008 were complete but unsigned. See below.

I. Years 2007 and 2008

a. The most recent IRS filings were provided for 2007 and 2008 which were amended tax returns on forms 1120X. The forms 1120 attached for CoCa Mines, Inc. (CoCa) are provided as an attachment to the signed form 1120X. The forms 1120 for CoCa are considered pro forma returns, attached as supporting detail for clarity or explanation. The amended form 1120X was the return filed with the IRS and it is signed. The forms 1120X provided for 2007 and 2008 are complete returns that were provided in identical form to the IRS.

II. Year 2006

- a. Hecla Mining Company and subsidiaries electronically filed a consolidated form 1120. The taxpayer's signature for the electronic return is on form 8453-C, not on the face of form 1120, page 1. Form 8453-C was provided along with pages 1-4 of the consolidated form 1120 plus form 851, the Affiliations Schedule which lists all corporations included in the consolidated tax return. CoCa is listed on form 851 Part I, line 4. The tax reporting for CoCa for 2006 is included in the consolidated form 1120. Pages 1-4 of form 1120 for each entity included in the consolidated group are not submitted to the IRS. Instead, the numbers for each entity included in the consolidated group are combined to create a single form 1120, a single set of pages 1-4 which is filed with the IRS.
- b. Due to the number of entities included in the consolidated group of companies included in the Hecla tax return, a pro forma CoCa 1120 was provided to show the return detail at the CoCa level. This 2006 pro forma CoCa return was provided as supporting detail, but was not filed with the IRS as a stand-alone return. Therefore, the pro forma is not signed. Only the consolidated 1120 is signed.

III. Year 2005

a. Similar circumstances to 2006, except that the taxpayer's signature for 2005 was submitted on form 8879-C. Both Forms 8453-C and 8879-C are acceptable forms for signature for e-filing. Form 8453-C provided for authorization of direct deposit for the tax overpayment and form 8879-C does not. Due to the number of entities included in the consolidated group of companies included in the Hecla tax return, a pro forma CoCa 1120 was provided to show the return detail at the CoCa level. This 2005 pro forma CoCa return was provided as supporting detail, but was not filed with the IRS as a standalone return. Therefore, the pro forma is not signed. Only the consolidated 1120 is signed.

If I may be of further assistance, please contact me at 509-999-8152 or at the address above.

Best regards,

Kare S. LaRue, C. P. A. Kari S. LaRue, CPA

CoCa's Response to Request No. 9

Form	11	20				oration l						OMB No. 1545-0123
		the Treasury se Service (77)	For calen	dar year 200	6 or tax year	beginning See separate			, ending	'		2006
A Ch	eck if:	d geturn	Jse IRS		· · · · · · · · · · · · · · · · · · ·					. P	mployer id	lentification number
2 Per Sch	sonal ho npany (a redute Pi	itach	abel. Otherwise.	COCA MI	NES, INC.					-	ate incorp	
3 Per	sonal se	rvice corp	orint or	COLLIB D	MINERAL L 'ALENE, 1	RIVE, SU	LTE 200				/12/	
•			ype.	COEOR D	AUCHE, I	D G3GI3				17	otal assets	(see instructions)
		3 required X		[]]\$_		6,383.
E Ch	eck if:		il return	```		(3) Name c		(4)				· · · · · · · · · · · · · · · · · · ·
		Gross receipts or :		· • • • • • • • • • • • • • • • • • • •		turns & allowance					1c	<u> </u>
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D _	13 :	Salaries and w	vages (less	employmen	it credits)	· • • • • • • • • • • • • • • • • • • •					13	
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SS											21	
EO	22	Advertising	• • • • • • • • • •								22	
ıŇ											23	
N D	24	Employee ben	efit program	ms`,	,	*****			aja abajajajatota oto o o o o o o	<u> </u>	24	
	25 (Domestic prod	uction activ	vities deduct	ion (attach Fo	orm 8903)				····- -	25	16 604
RUCT									Statement.1.		26	16,694. 16,694.
اما									11		27 28	-16,694.
O N S		Less: a Net op								0.		10,034.
S	:							29b			29 c	
T	30 1	Taxable incom									30	-16,694.
A		Fotal tax (Scho			,					_	31	0.
^ :		2005 overpayn			32 a							
Ą		2006 estimated			32b							
N D		2006 refund applie			32 c		_jd Bal►	32 d		0.		
P		Tax deposited		/004	(2) Form	• • • • • • • • • • • • • • • • • • • •	•••••••	32 e				
Ą		credits: (1) Form			. ` 4136	F 0012)		321		2		0.
	_	Credit for feder Estimated tax+			•	•	······································	32 g			32h 33	<u> </u>
M E N		Amount owed.						amo	tint owed) }	34	0.
N T		Overpayment.								-	35	<u> </u>
S		nter amount from		-				.,	Refunde		36	
Sign	١ (r penalties of perju elief, it is true, con	ry, I declare the rect, and comp	at I have examin lete. Declaration	ned this return, inc of preparer (othe	tuding accompanyi r than taxpayer) is	ng schedules a based on all in	and sta	tements, and to the best tion of which preparer ha	of my kn es any kn	owledge owledge.	May the IRS discuss this return with the preparer shown below (see instructions)?
Here		Signature of officer				Date			Title	-		X Yes No
Paid		Preparer's signature	>				Date		Check if self- employed	eparer's:	SSN or PT	
Prep	arer's	Firm's Name (or yours if		RIS. LA					EI	N		
Use	Only	self-employed address, and			KING ASP							
_		ZIP code	VA]	LLEYFORD	, WA 990:	36			Pt	one no.	509~	999-8152

BAA For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form 1120 (2006)

CPCA0205L 07/13/06

orn	n 1120 (2006) COCA MINES, 1	INC. REDAC	CTED					Page 2
Scl	nedule A Cost of Goods Sol	d (see instruction:	s)					
1							1	
_	Purchases							
3 4	Cost of labor							
5	Other costs (attach schedule)							
6	Total. Add lines 1 through 5						6	<u> </u>
7	Inventory at end of year							
8	Cost of goods sold. Subtract line 7							
9	a Check all methods used for valuing	closing inventory:				٠		
	(i) Cost							
	(ii) Lower of cost or market	ah aintantian \	_					
	(iii) Other (Specify method used and atta	си ехріаначоп.)			,,			
	Check if there was a writedown of s					•		
	c Check if the LIFO inventory method	· · · · · · · · · · · · · · · · · · ·				-	, 1	
•	If the LIFO inventory method was us computed under LIFO	ed for this tax year, e	enter percenta	ge (o	r amounts) of cle	osing inventory	9d	
•	If property is produced or acquired f							
	Was there any change in determining	o quantities, cost, or	valuations bet	ween	onening and	•		
	closing inventory? If 'Yes,' attach ex	planation						Yes No
Scl	nedule Ca Dividends and Spe	cial Deductions			Dividends	(b) Percenta	ge	(c) Special deductions
	(see instructions)				received			(a) x (b)
1	Dividends from less-than-20%-owne	d domestic corporatio	ns (other			7.0		
	than debt-financed stock)		<u> </u>			70		
2	Dividends from 20%-or-more-owned than debt-financed stock)					80		
3	Dividends on debt-financed stock of domestic	,				see inst	r	
4	Dividends on certain preferred stock of less-th	- :				42		
5	Dividends on certain preferred stock of 20%-c					48		
6	Dividends from less-than-20%-owned foreign					70		
7	Dividends from 20%-or-more-owned foreign of	orporations and certain FSC	`s			80		
8	Dividends from wholly owned foreign	subsidiaries				100		
9	Total. Add lines 1 through 8. See in:	structions for limitation	n					
10	Dividends from domestic corporations received company operating under the Small Business	I by a small business invest	tment			100		
11	Dividends from affiliated group mem					100		
12	Dividends from certain FSCs					100		
13	Dividends from foreign corporations not include							
14	Income from controlled foreign corporations un							
	Foreign dividend gross-up							
	IC-DISC and former DISC dividends not includ		-					
17	• • • • • • • • • • • • • • • • • • • •			Erwonia	Commence Calcuration			
	Deduction for dividends paid on certain prefer Total dividends. Add lines 1 through 17. Ente	·						
	Total special deductions. Add lines			nd on	nage 1 line 29	<u> </u>	**************************************	
Sci	edule E Compensation of C	fficers (see instr	uctions for	page	1. line 12)	<u> </u>		
	Note: Complete Schedu					on page 1) are \$	\$500,0	000 or more.
1	(a)	(b)	(c) Percent	of	Percent of co	rporation stock owner	i	(f) Amount of
	Name of officer	Social security number	(c) Percent time devote to busines	su S	(d) Common	(e) Prefer	ed	compensation
				ક્ર		8	8	
				ક		8	ક	
				<u>ક</u>		8	- 8	
				<u>ક</u>		g q.	9	
-	Total compensation of officers	<u> </u>		ક	'	% [ક	
	Compensation of officers claimed on	Schedule A and else					• • • • •	
	Subtract line 3 from line 2. Enter the							

	142 (2224) 00001 1121120 2001	ACTED	,		 ,	Page 3
) OCI	Tax Computation (see instruction			N	5.00	
1	Check if the corporation is a member of a controlled g		ach t	schedule O (Form 1120))		
Z	Income tax. Check if a qualified personal service corpo			. 🗆		
	(see instructions)				2	<u> </u>
3	Alternative minimum tax (attach Form 4626)				3	
4	Add lines 2 and 3	,	• • • •		4	0.
	Foreign tax credit (attach Form 1118)					
	Qualified electric vehicle credit (attach Form 8834)	<u></u> ,		5b		
C	General business credit. Check applicable box(es):	For	m 38	00		
	Form 6478 Form 8835, Section B	For	m 88	44 5c		
d	Credit for prior year minimum tax (attach Form 8827)			5d		
				5e		
6	Total credits. Add lines 5a through 5e				6	
7	Subtract line 6 from line 4				7	
8	Personal holding company tax (attach Schedule PH (F				8	
9		Form 869		, , , , , , , , , , , , , , , , , , , ,	W	
•	Other trick the same of the sa		•	edule)	9	
10	Total tax. Add lines 7 through 9. Enter here and on pa					0.
SFI	edule K Other Information (see instruction	ne)	. J1		10	
	Check accounting method:	Yes No				Vec No
a	Cash b X Accrual		7	At any time during the tax year, did one	foreion	Yes No
c	Other (specify)		•	own, directly or indirectly, at least 25% of	of (a) th	ne total
2	See the instructions and enter the:			voting power of all classes of stock of the entitled to vote or (b) the total value of a	e corpo	ration
	Business activity code no. ► 212200			stock of the corporation?	ii ciass	ES UI
	Business activity MINING			If 'Yes,' enter: (a) Percentage owned	>	
ູເ	Product or service ► <u>MINERALS</u>			and (b) Owner's country ►		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock		•	The corporation may have to file Form 5	472.	
	of a domestic corporation? (For rules of attribution,			Information Return of a 25% Foreign-Ow	ned U.S	5.
	see section 267(c).)	X		Corporation or a Foreign Corporation En a U.S. Trade or Business. Enter number	gagea i	iù
	If 'Yes,' attach a schedule showing: (a) name and employer identification number (EIN), (b)			Forms 5472 attached		
	percentage owned, and (c) taxable income or		8	Check this box if the corporation issued	 publicly	offered
	(loss) before NOL and special deductions of such			debt instruments with original issue disc		200001PB988
	corporation for the tax year ending with or within your tax year.			If checked, the corporation may have to	file Fo r	m 8281.
4	Is the corporation a subsidiary in an affiliated group			Information Return for Publicly Offered C	riginal	Issue
	or a parent-subsidiary controlled group?	X	9	Discount Instruments.	:	
	If 'Yes,' enter name and EIN of the parent corporation ► HECLA LIMITED		. 3	Enter the amount of tax-exempt interest accrued during the tax year > \$		None None
	82-0126240		10	Enter the number of shareholders at the		
5	At the end of the tay year did any individual nart.			(if 100 or fewer)		
	nership, corporation, estate or trust own, directly or indirectly, 50% or more of the corporation's voting		11	If the corporation has an NOL for the tax		~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
	indirectly, 50% or more of the corporation's voting stock? (For rules of attribution, see section 267(c).)	X		to forego the carryback period, check he	-	
	If 'Yes,' attach a schedule showing name and					
	identifying number. (Do not include any information			If the corporation is filing a consolidated return, the Temporary Regulations section 1.1502-21T(b)(3) mu	st be atta	ached or the
	already entered in 4 above.)			election will not be valid.		
	Enter % owned ►		12	Enter the available NOL carryover from p	rior tax	years
6	During this tax year, did the corporation pay dividends			(Do not reduce it by any deduction on lin	e zya.)	
	(other than stock dividends and distributions in		12	Are the corporation's total receipts (line 1	ماده دا	lines 4
	exchange for stock) in excess of the corporation's current and accumulated earnings and profits? (See		13	through 10 on page 1) for the lax year an	id its to	otal assets
	sections 301 and 316.)	X		at the end of the tax year less than \$250	000?	X
	If 'Yes,' file Form 5452, Corporate Report of			If 'Yes,' the corporation is not required to Schedules L, M-1, and M-2 on page 4. In		
	Nondividend Distributions.			Schedules L., M-1, and M-2 on page 4. In total amount of cash distributions and the	stead,	enter the
	If this is a consolidated return, answer here for the parent corporation and on Form 851, Affiliations			property distributions (other than cash) m	ade du	value of arring the
	Schedule, for each subsidiary.			tax year. ► \$		
M	If the commention of any time during the few years had			ه بينه ميدر ميدا ميدرسي ميد. همو بينوا ميدر ميدراند. 4 در دارد دارد دارد دارد دارد ميدران در داگر دارد ايدان ميدرسيدا در دارد دارد در ايد دارد مياسد د		

	: The corporation is not required to complete S				
Sc	hedule Land Balance Sheets per Books		of tax year		tax year
	Assets	(a)	(b)	(c)	(d)
1	Cash		2,528.		3,361.
2:	a Trade notes and accounts receivable	2,760.		2,760.	
1	Less allowance for bad debts		2,760.		2,760.
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach schedule)See .St3.		262.		262.
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach schedule)				
10:	a Buildings and other depreciable assets				
1	Less accumulated depreciation				
11:	Depletable assets				
1	Less accumulated depletion				
12	Land (net of any amortization)		-		
13:	a Intangible assets (amortizable only)				
	Less accumulated amortization				
	Other assets (attach schedule)				
	Total assets	CONTROL OF THE PROPERTY OF THE	5,550.		6,383.
	Liabilities and Shareholders' Equity				
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach sch) SeeSt. $f A$.		55,259.		5,000.
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more		10 010 015		12 000 500
21	Other liabilities (attach schedule) SeeSt. 5.		-19,312,345.		-19,882,530.
22	Capital stock: a Preferred stock	128,087.	120 007	120 007	120 007
22	b Common stock	120,007.	128,087. 30,718,441.	128,087.	128,087. 30,718,441.
23 24	Additional paid-in capital		30,710,441.		30,110,441.
25	Retained earnings — Unappropriated		-11,397,738.		-10,776,461.
26	Adjmnt to shareholders' equity (att sch)		22/05///000		20///0/2021
27	Less cost of treasury stock		186,154.		186,154.
28	Total liabilities and shareholders' equity		5,550.		6,383.
	redule Mai Reconciliation of Income	(Loss) per Books		eturn (see instruction	
1				on books this year not	CHENCH CONTRACTOR OF THE CONTR
2	Federal income tax per books		included on this r	-	
3	Excess of capital losses over capital gains		Tax-exempt interest \$		
4	Income subject to tax not recorded on books		,		
	this year (itemize):				
			8 Deductions on this ret	um not charged	
5	Expenses recorded on books this year not		against book income t	his year (itemize):	
	deducted on this return (itemize):				
a	Depreciation\$		b Charitable contribus \$		
	Charitable contributions . \$				
	: Travel & entertainment . \$				
_			9 Add lines 7 and 8	3	
6	Add lines 1 through 5		· ·	28) — line 6 less line 9	
	iedule M-22 Analysis of Unappropriat	ed Retained Earni	ngs per Books (Lir	ne 25. Schedule L)	·
1		-11,397,738.		a Cash	
2	Net income (loss) per books	33,147.		c Property	
3	Other increases (itemize):		6 Other decreases		
3	and the season from the first the fi			(marines).	
-	Statement 6	588,130.	7 Add lines 5 and 6	 5	
	Add lines 1, 2, and 3	-10,776,461.		r (line 4 less line 7)	-10,776,461.

SCHEDULE M-3 (Form 1120)

Net Income (Loss) Reconciliation for Corporations With Total Assets of \$10 Million or More

See separate instructions.

► Attach to Form 1120 or 1120-C.

2006

OMB No. 1545-0123

Department of the Treasury Internal Revenue Service

Name of corporation (common parent, if consolidated return) Employer identification nu REDACTED COCA MINES, INC. Non-Consolidated return Check applicable box(es): (1) (2)Consolidated return (Form 1120 only) (3) Mixed 1120/L/PC group (4)Dormant subsidiaries schedule attached Partilled Financial Information and Net Income (Loss) Reconciliation (see instructions) 1 a Did the corporation file SEC Form 10-K for its income statement period ending with or within this tax year? Yes. Skip lines 1b and 1c and complete lines 2a through 11 with respect to that SEC Form 10-K. X No. Go to line 1b. b Did the corporation prepare a certified audited income statement for that period? Yes. Skip line 1c and complete lines 2a through 11 with respect to that income statement. X No. Go to line 1c. c Did the corporation prepare an income statement for that period? Yes. Complete lines 2a through 11 with respect to that income statement. X No. Skip lines 2a through 3c and enter the corporation's net income (loss) per its books and records on line 4. 2a Enter the income statement period: Beginning b Has the corporation's income statement been restated for the income statement period on line 2a? Yes. (If 'Yes', attach an explanation and the amount of each item restated.) No. c Has the corporation's income statement been restated for any of the five income statement periods preceding the period on line 2a? Yes. (If 'Yes', attach an explanation and the amount of each item restated.) 3a Is any of the corporation's voting common stock publicly traded? Yes No. If 'No', go to line 4. b Enter the symbol of the corporation's primary U.S. publicly traded voting common stock..... c Enter the nine-digit CUSIP number of the corporation's primary publicly traded voting common stock... 33,147. Worldwide consolidated net income (loss) from income statement source identified in Part I, line 1. 5 a Net income from nonincludible foreign entities (attach schedule) 5a b Net loss from nonincludible foreign entities (attach schedule and enter as a positive amount)..... 5 b 6a Net income from nonincludible U.S. entities (attach schedule)...... 6a b Net loss from nonincludible U.S. entities (attach schedule and enter as a 6b 7a Net income of other includible corporations (attach schedule).... 7a 7b b Net loss of other includible corporations (attach schedule)..... Adjustment to eliminations of transactions between includible corporations and nonincludible entities (attach schedule)..... Adjustment to reconcile income statement period to tax year (attach schedule) 10 a Intercompany dividend adjustments to reconcile to line 11 (attach schedule) . . . 10a b Other statutory accounting adjustments to reconcile to line 11 (attach schedule)..... 10b c Other adjustments to reconcile to amount on line 11 (attach schedule) 10c 11 Net Income (loss) per income statement of includible corporations. Combine lines 4 through 10. 33,147

BAA For Privacy Act and Paperwork Reduction Act Notice, see the Instructions for Forms 1120 and 1120-A.

CPCA1001L 08/01/06

Schedule M-3 (Form 1120) 2006

Schedule	M-3	(Form	11	120)	2006
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	dule #F3 (Form 1120) 2006				Page 2
	of corporation (common parent, if consolidated return)			Employer identific	
	A MINES, INC.			REDACTE	·
	applicable box(es): (1) Consolidated group (2)		solidated eliminations (4)	Subsidiary corp (5)	Mixed 1120/L/PC group
	if a sub-consolidated: (6) 1120 group (7) of subsidiary (if consolidated return)	1120 eliminations		Employer identific	etlen minibar
INDITE	or subsidiary (if consonibated feturity			Employer tuerance	godi imiinet
	Reconciliation of Net Income (L	occ) nor Income C	tatament of lealed	ible Compositions	VACAL
Ed.	Taxable income per Return (see	-oss) per income s	tatement of includ	ible Corporations	with
—		(a)	. (b)	(c)	(4)
	Income (Loss) Items (Attach schedules for lines 1 through 8)	Income (Loss) per	Temporary	Permanent	(d) Income (Loss) per
	•	Income Statement	Difference	Difference	Tax Return
- 1	Income (loss) from equity method foreign corporations	,			
2	Gross foreign dividends not previously taxed				
3	Subpart F, QEF, and similar income inclusions				
4	Section 78 gross-up				
5	Gross foreign distributions previously taxed				
6	Income (loss) from equity method U.S. corporations				
7	U.S. dividends not eliminated in				
_	tax consolidation				
8	Minority interest for includible corporations				
9	Income (loss) from U.S. partnerships (attach schedule)	2,368.		-2,368.	
10	Income (loss) from foreign partnerships (attach schedule)				
	Income (loss) from other pass- through entities (attach schedule)				
12	Items relating to reportable transactions (attach details)				
13	Interest income				
14	Total accrual to cash adjustment				
15	Hedging transactions		·		
16	Mark-to-market income (loss)				
17	Cost of goods sold (attach Form 8916-A)				
18	Sale versus lease (for sellers and/or lessors)				
19					
20	Unearned/deferred revenue				
21	Income recognition from long-term contracts.				
22	Original issue discount and other imputed interest				
23 a	Income statement gain/loss on sale, exchange, abandonment, worthlessness, or other disposition of assets other than inventory and pass-through entities				
b	Gross capital gains from Schedule D, excluding amounts from pass-through entities				
C	Gross capital losses from Schedule D, excluding amounts from pass-through entities, abandonment losses, and worthless stock losses				
d	Net gain/loss reported on Form 4797, line 17, excluding amounts from pass-through entities, abandonment losses, and worthless stock losses.				
е	Abandonment losses			······	
f	Worthless stock losses (attach details)				
g	Other gain/loss on disposition of assets other than inventory				
24	Capital loss limitation and carryforward used				
	Other income (loss) items with differences (attach schedule) St 8	50,259.	-50,259.		
26	Total income (loss) items. Combine lines 1 through 25.	52,627.	-50,259.	-2,368.	
27	Total expense/deduction items (from Part III, line 36).		2,786.	2,300.	2,786.
28	Other items with no differences	-19,480.			-19,480.
	1120 subgroup reconciliation totals. Add lines 26 - 28	33,147.	-47,473.	-2,368.	-16,694.
	PC insurance subgroup reconciliation totals.		2.,,2.3.	2,000.	20,034.
	Life insurance subgroup reconciliation totals.	· · · · · · · · · · · · · · · · · · ·			
	Reconciliation totals. Combine lines 29a through 29c	33,147.	-47,473.	-2,368.	-16,694.
	Note Line 30 column (a) must equal the amount				

	edule M-3: (Form 1120) 2006						Page 3
lame	of corporation (common parent, if consolidated return)				Employer identi	fication number	
CO	CA MINES, INC.				REDAC	TED	
	applicable box(es): (1) Consolidated group (2)	Parent corp (3) Con	solidated eliminations (4)	Subsi	diary corp (5)	Mixed 11	20/L/PC group
	بطر بست المستوات الم	1120 eliminations	•				
lame	of subsidiary (if consolidated return)	. •			Employer identi	fication number	
?ar	Reconciliation of Net Income (I	oss) per Income S	tatement of Includ	ible C	orporation	s With Ta	xable
	Income per Return - Expensel	Deduction Items (s	see instructions)		-		
	Expense/Deduction Items	(a)	(b)	:	(c)		(d)
	Expensor beaution froms	Expense per	Temporary		ermanent	Dedu	(d) iction per
		Income Statement	Difference	L	ifference	lax	Return
1	U.S. current income tax expense		<u> </u>				
.2	U.S. deferred income tax expense		 				
3	State and local current income tax expense.						
4	State and local deferred income tax expense		<u> </u>				
5	Foreign current income tax expense (other	. ,	• •				
	than foreign withholding taxes)					2600	
6	Foreign deferred income tax expense						
7	Foreign withholding taxes				· .		······································
8	Interest expense						
9	Stock option expense						
10	Other equity-based compensation		; ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
11	Meals and entertainment)	·			
12	Fines and penalties)				
13	Judgments, damages, awards, and	•					
	similar costs						
14	Parachute payments						
15							
16	Pension and profit-sharing						
17	Other post-retirement benefits						
18	Deferred compensation.						
19	Charitable contribution of cash and						
	tangible property						
20	Charitable contribution of intangible property.						
21							· · · · · · · · · · · · · · · · · · ·
	Domestic production activities deduction	*				<u> </u>	
23	Current year acquisition or reorganization investment banking fees.						
			<u> </u>				· · · · · · · · · · · · · · · · · · ·
24	Current year acquisition or reorganization legal and accounting fees	.					
25	Current year acquisition/reorganization						hard #1 d
	other costs						
26	Amortization/impairment of goodwill						· · · · · · · · · · · · · · · · · · ·
27	Amortization of acquisition, reorganization,					1	
	and start-up costs	· · · · · · · · · · · · · · · · · · ·					
28	Other amortization or impairment write-offs						
	Section 198 environmental remediation costs					1	
	Depletion						
	Depreciation				·		
	Bad debt expense					_	
	Corporate owned life insurance premiums					_	
34	Purchase versus lease (for purchasers			:			
	and/or lessees):				· · · · · · · · · · · · · · · · · · ·	- 	
35	Other expense/deduction items with differences (attach schedule)	ļ	-2,786.			<u> </u>	-2,786.
			-2,100.			+	- <i>L, 100</i> .
36	Total expense/deduction items. Combine lines 1 through 35. Enter here and on Part II,			•		1	
	line 27.		-2.786.			1	-2,786.

20	006	Federal Statements		Page 1
Cli	ient 2004	COCA MINES, INC.		REDACTED
1/4	04/10			01:39PM
	Statement 1 Form 1120, Line 26 Other Deductions	SES	\$	13,610.
				716. 2,368. 16,694.
	Statement 2 Form 1120, Line 29a Net Operating Loss Ded	uction		
	Carryover Generated	From Year End 12/31/91 \$	1,161,835.	
		ryover to 2006		
	Net Operating Losse	s Available in 2006	\$ 1,16	51,835.
	Taxable Income		1	16,694.
	Total Net Operating	Loss Deduction (Limited to Taxable Inc	come)	0.
	Statement 3 Form 1120, Schedule L, Other Current Assets	Line 6		
,	OTHER CURRENT ASSET	S	Beginning En 262. \$ 262. \$	ding 262. 262.
	Statement 4 Form 1120, Schedule L, Other Current Liabilities	Line 18		
	ACCRUED RECLAMATION		Beginning En 55,259. \$ 55,259. \$	5,000. 5,000.
	Statement 5 Form 1120, Schedule L, Other Liabilities	Line 21		
			Beginning En	ding
		\$ -	-19,312,346. \$-19,	882,530.
		Total <u>\$-</u>	-19,312,345. \$ -19,	882,530.

2006 Federal Statements Page 2
Client 2004 COCA MINES, INC.

REDACTED
1/04/10 01:39PM

Statement 6
Form 1120, Schedule M-2, Line 3
Other Increases

ELIMINATION OF SUBSIDIARY \$ 588,130.
Total \$ 588,130.

2006			•		Page 3			
Client 2004			·	COCA MINE	S, INC.			REDACTE
1/04/10 Statement 7 Schedule M-3, Income or Los	Part II, Line 9 s From U.S. P	artnerships			,			01:39PN
Name		EIN	Year End Profit Sharing %	Year End Loss Sharing %	Per Income Statement	Temporary Difference	Permanent Difference	Per Tax Return
MIDDLE BUTT	ES PARTNERS	HIP LTD n/a	0%	0% Totals	\$ 2,368. \$ 2,368.	<u>\$</u> 0.	\$ -2,368. \$ -2,368. \$	0.
·								

COCA MI	IES, INC.		REDACTE
·			
			01:39P
uction Items Wit	h Differences		
		Permanent Difference	Per Tax Return
\$ 50,259). \$ -50,259.		
	Temporary Difference	Permanent Difference	Per Tax Return
\$ 0	\$ -2,786. \$ -2,786.	\$ 0.	\$ -2,786 \$ -2,786
		,	
	•		
	e e		
•			
	Per Income Statement \$ 50,259 \$ 50,259 fferences Per Income Statement \$ 0	Statement Difference \$ 50,259. \$ -50,259. \$ 50,259. \$ -50,259. Statement Temporary Difference \$ -2,786. \$ 0. \$ -2,786.	Per Income Temporary Permanent \$ 50,259. \$ -50,259. \$ \$ 50,259. \$ -50,259. \$ \$ 50,259. \$ \$ 50,259. \$ \$ -50,259. \$ \$ 0.

CoCa's Response to Request No. 10

DEPARTMENT OF CONSERVATION OFFICE OF MINE RECLAMATION

and the

COUNTY OF KERN

RECLAMATION PERFORMANCE BOND INCREASE/DECREASE RIDER

To be attached to and form a part of Surety Company Bond No. 1033906, written by Lexon Insurance Company as SURETY, on behalf of CoCa Mines, Inc., dba Cactus Gold Mines Company as PRINCIPAL, in the penal sum of Thirty-one Thousand Two Hundred DOLLARS (\$31,200.00), in favor of the County of Kern and, in the alternative, the Department of Conservation, Office of Mine Reclamation, and, in the alternative, the Bureau of Land Management ("BLM") and executed on March 25, 2009.

(Third Party

Whereas, the County of Kern Issued approval of a surface mining and reclamation project, Permit No. <u>CUP #11, Map #214</u>, dated on <u>February 11, 1988</u>, and renewals and revisions numbered and dated <u>Minor Plan Modification</u>, <u>February 14, 1991</u> pursuant to the application of the Principal,

OR

Whereas, either the County of Kern or, in the alternative, the State Mining and Geology Board approved reclamation plan No. N/A, dated on N/A, and renewals and revisions numbered and dated N/A pursuant to the application of the Principal;

and

Whereas, said bond and rider shall cover any and all land affected or to be affected by the mining operation under the above mentioned permit and reclamation plan or the reclamation plan, and revisions and renewals since the date of the issuance of the permit and reclamation plan or the reclamation plan,

Now, therefore, the amount of this bond is increased/decreased by <u>Ten Thousand Nine Hundred Ten and 24/100s</u> Dollars (\$10,910.24), to a total penal sum of <u>Twenty Thousand Two Hundred Eighty-nine and 76/100s</u> Dollars (\$20,289,76), to cover the additional/ reduced cost of reclaiming all affected lands for the payment of which sum be hereby jointly and severally bind ourselves, our successors and assigns. It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

Attorney must be filed with this bond.)

mino. CUP#11, Map #214 Bond No. 1033906

IN WITNESS THEREOF, the Principal and Surety have hereunto set their signatures and seals as of the dates set forth below.

PRINCIPAL Date 9/21/10 CoCa Mines, Inc., dba Cactus Gold Mines Company (Company - Permittee [Principal]) (Corporate Officer/Partners/Sole Proprietor) (Seal) Michael L. Clark Typed or Printed Name Vice President Title: SURETY I declare, under penalty of perjury, under the laws of the State of California, that I have executed the foregoing rider under an unrevoked Power of Attorney. Lexon Insurance Company (Seal) (Signature of Attorney-in-Fact for Surety) Jackie C. Koestel Typed or Printed Name Title: Attorney-in-Fact Executed in Louisvillle, KY September 10, 2010 under on (City and State) the laws of the State of California. (Date) (Note: Where one signs by virtue of a Power of Attorney for a Surety Company, such fully executed Power of Attorney must be filed with this board.)

CoCa's Response to Request No. 12



DEPARTMENT OF STATE

CERTIFICATE

I, BERNIE BUESCHER, SECRETARY OF STATE OF THE STATE OF
COLORADO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS
OFFICE, THE ATTACHED IS A FULL, TRUE AND COMPLETE COPY OF THE
ARTICLES OF INCORPORATION AND ALL AMENDMENTS THERETO OF

COCA MINES INC. (COLORADO CORPORATION)

AS FILED IN THIS OFFICE AND ADMITTED TO RECORD.

Dated: October 12, 2010

Venice Duescher

SECRETARY OF STATE

COCA 0000

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CERTIFICATE OF INCORPORATION OF MINERALS EXCENSELING CONFAIN

KNOW ALL LEW BY TEXT: PRESENTS, That we, Blair Burwell,
W. G. Haldane, and R. G. Sulliven, of the City of Grand Junction.
Mesa County, State of Colorado, all citizens of the United States,
desiring to associate ourselves and act together under the laws
of the State of Colorado, for the purpose of farming a corporation
under the statutes of said State, do hereby make, sign, acknowledge
and execute this Certificate, which, when signed shall constitute
the Certificate of Incorporation of Minerals Engineering Company,
and do hereby certify as follows:

ARTICLE I.

The corporate name of said company shall be KINERALS ENGINEERING COMPANY.

ARTICLE II.

The nature and objects of the business and purposes to be transcated, promoted and carried on by said Company are:

- matallurgical services in commonstion with the mining, milling and processing of ores containing valuable minerals, including vanadium, uranium, tungsten and associated minerals and metals; to acquire and develop processes for the treatment and reduction of ores and minerals, both for ores belonging to the company and to cores, and to sell, rent or lease to others all of such processes; to develop methods for the discovery and exploration of ore bodies and to acquire for such purposes drilling and other geological tools and to sell, dispose of or lease ony such equipment.
- (b) The designing and construction of equipment, plants and machinery for the mining, sampling, reduction and processing of ores and metals.

- (c) To consult for, and advise with other owners of mines, mills and plants, including agencies of the United States, on technical and engineering problems related to all of such matters, and to engage in geological exploration or drilling under contract upon mines and properties belonging to others, and to furnish engineering services and mining geological work, process development, construction of necessary plants, and operation of laboratories for research and commercial purposes, all relating to or incidental to the business and activities set North in paragraphs (a) and (b).
- (d) To acquire by location, lease, or purchas, mines and mining claims containing valuable minerals of every name and nature, including vanadium, uranium, tungsten and associated minerals; to work and operate all such mines, and mining claims, ap: to sell or otherwise dispose of such mines and mining claims and the products therefrom.
- (e) To carry on the business of the treatment, conversion, milling and processing, of all such ores for itself or under contract for others, as the company may determine, and to that end, to construct, lease or purchase milling plants and necessary buildings, and to acquire machinery, equipment and other properties, real and personal, whatsoever, as the company may from time to time find to be for its advantage and purposes.
- (2) To acquire water and water rights; to purchase, or otherwise acquire, and to operate trucks, planes, and other means of transportation; to buy and sell mine machinery and mine equipment, mill and mine supplies, of every kind and character; to operate stores, commissaries, and boarding houses;
- (g) To borrow money in such sum, or sums, as may be necessary or desirable, and to secure the payment thereof by mortgaging, pledging or otherwise encumbering any or all of the real and personal property of the company; to issue notes, bonds, debentures or other secured or unsecured obligations; to deposit in trust any or all of the notes, stocks, bonds or other securities of every

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kind mentioned, being the property of the corporation, with any firm or corporation, and to issue against any or all thereof, collateral trust notes, bonds or debentures in any denomination, and under such terms and conditions and at such rate of interest as may be determined by the Board of Directors.

(h) And generally, to transact any and all tusiness and do
ny and all things necessary, expedient, incidental or pertinent
to the powers, purposes and objects of said corporation, and to
carry on any one or more of the objects, powers or purposes without
regard to the others.

This article shall always be construed, both as to its objects and powers, wherety the foregoing onumeration of specific powers shall not be held to limit or restrict in any manner the general powers of this corporation.

ARTICIE III.

The Company may conduct its business in other states, in the territories and colonial possessions of the United States, and in foreign countries.

ARTICLE IV.

The term of existence of this corporation shall be twenty years.

ARTICLE V.

The capital stock of this corporation shall be One Hundrad Thousand Dollars (\$100,000), divided into 99,000 shares of 8% cumulative preferred stock, of the par value of One Dollar (\$1.00) each; and 1,000 shares of common stock, of the par value of \$1.00 each, and all of said stock shall be fully paid and non-assessable. The common of preferred stock shall not be entitled to vote said stock at stockholders meetings of said corporation, nor to participate in the profits beyond a preferential cumulative dividend of 8% per annum, as the Foard of Directors may authorize. Said preferred stock is subject to redemption at the option of the company, acting through its Board of Directors, at any time from date of issue, upon sixty days notice to the holders thereof, upon the

payment of the par value thereof, and any accumulated divilends. From and after the redemption date, specified in such notice to holders of said preferred stock, unless default is made in providing the moneys specified for the redemption price of said stock, all dividends on preferred shares are to cease, and all rights of the owners of said stock in regard to same, other than the right to receive such redemption price, shall cease.

In the event of any liquidation or dissolution, or winding up of said corporation, the holders of record of the preferred stock shall be entitled before any distribution shall be made to the holders of common stock, to be paid out of the surplus profits arising out of the business of said corporation and remaining intact. Or in case such profits shall be insufficient, then, from the general assets of the corporation the amount of unpoid dividends, if any, accrued upon such preferred stock, and also the full par value of such preferred stock, before any distribution shall be made to the holders of the common stock.

89,000 shares of preferred stock, and 600 shares of common stock will be sold in units of 1,000 shares of preferred stock, and 6.74 shares of common stock, or multiples thereof, for \$1,000.00 cash per unit, in lawful money of the United States.
13,000 shares of preferred stock and 400 shares of common stock will be sold to Blair Burwell for himself and trustee, for \$10,000.00 cash.

No dividend shall be paid upon the common stock until all dividends have been paid on the preferred stock. All of the consideration received by the corporation for the common stock shall be deemed capital.

AMPICLE VI.

The number of directors of said corporation shall be five, and the names of those who shall manage the affairs of said corporation for the first year of its existence and until their successors have been elected and qualified, are:

Blair Burwell W. G. Haldane Richard Warren J. E. Weston Ray G. Sullivan

£' :4'

ARTICLE VII.

The principal office of this corporation shall be kept in the City of Grand Junction, County of Mesa, State of Coloredo. and the principal business of the corporation shall be carried on in said County of Mesa, and in any other County in this or any other State, or in the territories and colonial possessions of the United States, or in foreign countries.

ARTICLE VILL.

Cumulative voting shall not be allowed.

ARTICLE IX.

The Board of Directors shall have power to . We and adopt such by-laws for the management of the affairs of this corporation as it may deem proper, not inconsistent with the leas of the Late of Colorado, or with this Certificate of Incorporation, and shall have power to alter, change, modify or abrogate the same in whole or in part.

IN INSTIKUTY TERROF, We have hereunto set our hands and seals on this 21 day of Pebruary, 1948.

Blin Brusel (STIL)

M. J. Sullana (STIL)

R. S. Sullana (STIL)

STATE OF COLORADO) ss.

I, Marcedus Murphy, a Notary Public, in and for said County, do hereby certify that Hlair Burwell, W. G. Haldane, and R. G. Sullivan, who are personally known to me to be the same personal described in and who executed the within Certificate of Incorporation, personally appeared before me this day, and acknowledged that they signed, sealed, and delivered the same as their free and voluntary set and deed.

WINKESS my hand and notarial seal this 20th day of February, 1948.

My commission expires February 19, 1949.

Pilacedus Tilusphie Johns

114116

CERTIFICATE OF ELECTROPICATION

METERILS ENGINEERING COMPANY

DOMESTIC

RECORDED

BOOK #30: *PAGE 133

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stock of the corporation present as aforesaid.

IN WITHESS WHEREOF, We, the president and secretary of said corporation, have hereunto set our hands this 7th day of March, 1949, and have caused the seal of said corporation to be affixed hereto.

Blen Burell Prosident 1.39

COCA 000091

建筑第一 DFS 114116 MAILTO ~ 07.1 T. O. 5089 STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH, est. For the purpose of changing its registered office or its regist Pleat: The same of the corporation or Limited Portsurship in Minerals Foulneering Contame k.S. 9034 E. Easter Pl., Suite 107, Shound the address of its REGISTERED OFFICE to. Englewood, Coloredo 80112 Third: The name of the REOLETTERED AGENT to _ A. G. FOULE 9034 E. Easter Pl. Suite 107 Englewood, CO 80112 Mine is Engineering Company

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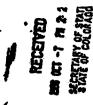
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ARTICLES OF MERGEP.

HIMGRALS ENGINEERING COMPANY AND Coca mines inc.

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Pursuant to the provisions of the Colorado Corporation Code, the undersigned domestic corporations adopt the following Articles of Merger:

Pirst: The Plan of Merger is as eat forth on Exhibit "A" attached hereto and incorporated herein by reference.

Second: The Plan of Merger was approved by a vote of the Shareholders of Minerals Engineering Company on October 7, 1986 and by CoCa Mines Inc. on September 30, 1986. The number of shareholders of Minerals Engineering Company and of CoCa Mines Inc. voted for the Plan of Merger was sufficient for approval of the Plan of Merger.

MINERALS ENGINEERING COMPANY

CoCa HINES INC.

COMPLETER UPDATE COMPLETE

PLAY OF MERGER

- (3) The names of the corporations 1. is of which are Columbo corporations proposing to energy are MINERALS ENGINEERING COMPANY and COLON MINES INC. and the name of the corporation into which they propose to marga is MINERALS ENGINEERING COMPANY.
- (b) The turns and conditions of the proposed merger are as follows:
- (1) The merger shall be effected when the Ardeles of Merger are filled with the Sourcery of State of the State of Colorado.
- (2) The board of directors of Minerals Engineering Company offer the marger is effected that combst of the following persons: David C. Beiling, Robert G. Boucket, William J. Carey, Roger C. Cohen, Thomas E. Congdon, Leland O. Erdahl, Hugh J. Mathenon, James C. O'Rourke and John S. Wold, who shall hard office and dair seccessors have been elected and qualified.
- (c) The manner of convening theres of each conjuration into theses or other securities of the surviving corporation and the effect of the merger on outstanding stocks that he as follows on the effective due of the merger:
- (1) Each of the 1,820,612 shares of common stock of Minerals Engineering Company, par value 90.01 per share ("Muco Common Stock"), haved and constanting as reflected on the stock record book of Minerals Engineering Company immediately prior to the time that the energer is affected their be one daily authorized, validly L. and, fully paid and nonassessable share of the Moco Common Stock, after the energer is effected.
- (2) Each hol/or of common stock of CoCs Mines the., par value \$0.01 per share ("CoCs Common Stock to shall receive 0.6014657 of a share of Maco Common Stock for each such share of CoCs Common Stock which such shareholder holds immediately prior to the time that the merger is effected and each share of Meco Common Stock, is said in exchange for such CoCs Common Stock which when lasted, be day authorized, which justice is fully paid and consensable.
- (3) Each holder of an option, a warrant or both to stepline CoCo Common Stock, shall receive for m Minerals Engineshing Company an option, a warrant or both to acquire 0.6014637 of a share of Meca Common Stock, for each share of CoCo Common Stock, which such holder has a right to acquire pursuant so such entire, warrant or both immediately prior to the date that the energer is effected, which aptions and warrant to acquire Meco Common Stock, that otherwise have the same terms and consistent as the aptions and warrant to extract therefor except that any op-ion which would, by its terms, have expired as a result of this merger will not be considered to have expired as a result of this merger.
- (4) Each holder of Series A Convertible Preferred Stock of CoCa Mirres Inc., par value \$20.00 per share. ("CoCa Preferred Stock") shall exertive one share of Series A Convertible Preferred Stock of Minerals Engineering Company, par value \$20.00 per share ("Meto Preferred Stock"), for each share of CoCa Preferred Stock, which such shareholder boths immediately prior. ... the effects of the energy. . Each share of Meto Preferred Stock, which shall, when so issued, be duly authorised wildly perferences and respectation for which the Articles of Incorporation of Minerals Engineering Company attached became as Embibit I provide and no others.
- (3) No scrip or fractional share certific area, or apriors or mersons therefor of Meso Common Stock or Moco Preferred Stock will be issued pursuant to the interger and the number of shares of Mico Common Stock, and Meso Preferred Stock, to which any shareholder is entitled pursuant to the merger that be rounded to the nearest needer of whole phases.
- (d) All the existing Articles contained in the Articles of Incorporation of Minerale Engineering Company shall be annualed by the marger to read as their entirety as set forth on Exhibit I stracked between and incorporated into this plan of merger as if set forth fully herein.
- (1) Additional Provisions:

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- (1) This plan of energer that? be recuirested, and the energer standance, if the plan of energies a fine approved by the builders of at least 46-2.1% of the blood Common Suck counted to wore drawen, the initial antiporty of the thirds of the Preferred Stock entitled to wone thereon and the builders of at least a majority of the CoCa Common Stock entitled to wote thereon at expective meanings of the shareholders and coCa Mines loc. (or any adjournments of such meetings). Necessarium as such approval by such shareholders, this plan of entager may be terminated by either Mines in Engineering Company or CoCa Mines loc., it may turn prior to the effective date of the enterger in the most the Meeter Agreement dated April 23, 1926, as smen "id, between Mines in Engineering Company and CoCa Mines Inc. as terminated according to its terms.
- (2) Any term or provision of this plan of number may be waived at any time by the party which it, or whose shareholders are, entitled to the henefits thereof and this plan of merger may be repplemented at any time, whenter before or after the expective shareholders wendings, provided that the eachange extlor use forth in paragraph (c) may not be waived or annualed after the final adjournment of the earlier of the Minerale Engineering Company shareholders' morthly or the CoCo Mines has, shareholders' morting.

ARTICLES OF INCORPORATION OF

MINERALS ENGINEERING COMPANY

FIRST: The same of the corporation is Minerals Engineering Company

SECOND: The corporation shall have perpetual existence.

THIRD: (a) Purposes. The names, objects and purposes of the haviness to be transacted shall be as follows:

- (1) To engage in the acquisition, exploration, ownership, development, operation and disputition of properties containing precious meetin and other minerals; and
- (ii) To transact all lawful business for which corporations may be incorporated pursuant to the Celosado Corporation Code.
- (b) Fowers. In furtherance of the foregoing purpt sea, the corporation shall have and or vy exercise all of the rights, powers and privileges now or horselver confirmed upon corporations arganized under the laws of Colorado. In addition, it may do everything measurey, salishie or proper for the accomplishment of any of its corporate purposes.

POURTH: The aggregate number of shares of all classes of stock which the corporation shall have authority to brace is 23,213,810 shares comprised of 25 200,000 shares of common stock, per value 20,00 per share (the "Common Stock") and 215,810 shares of Sarien A Commanistic Preferred Stock, per value 20,00 per share (the "Preferred Stock"). Effective upon filling of the Articles of Mergar by which CoCs Miles inc., a Colorado corporation ("CoCs"), is merged into: the corporation (the "CoCs Marger"), each share of the stock of the corporation outstanding shall be 16.1-y paid and son-assessable. The rights, preferences, restrictions and other standars relades to the Preferred Stock are as "slice-ss:

(a) Phildends. The bolders of the Preferred Stock shall be entitled to dividents at the sansal rate of \$1.50 per these, such dividends to excess on a daily basis firm and after January 1, 1764 (Issu pay dividends paid between the time of the last dividend paid on the Series A Convenible Preferred Stock of CoCs on August 1, 1954 and the effective date of the CoCs Margar), prior and in preference to my declaration or payment of any dividend (payable other than is nock of the responsation) on the Common Stock of the preparation. The right to such dividends on states of the Preferred Stock shall be commanded to the extent that dividends on such shares are not declared and paid at the floregoing com in any prior period.

(b) Redemption

- 1. The corporation may at any time at the option of the Board of Directors redrem all or part (selected on a peo sets bash) of the outstanding theres of the Preferred Stock and, on December 31, 1926, the corporation shall redorm all remaining outstanding shares of the Preferred Stock at the redemption price set forth in Subparagraph (6)2 below, provided that written notice of the Preferred Stock as he redeemed be given at least forty-five days prior to the date spacified for redemption (the "Redemption Date").
- 2. Each share of Preferred Stock may be redormed at a cash price equal to 200 plus any accrued and ampaid per share dividends on shares of the Preferred Stock (the "Redemption Price"). Moreithstanding anything set forth above, the payment of the Rademption Price can only be easile from any funds of the corporation legally available therefor.
- 3. Prom and after the Redemption Date funists definelt that he made by the corporation in duly paying the Redemption Price on the Redemption Date), the holders of the charge of the Performed Stock called for additional dusts to have any rights as thate's liders of the corporation, except the right to section, which cause to have any rights as thate's liders of the corporation, except the right to section without interest, the Redemption Price thereof upon comments of certificant representation that the right to convert the shares eathed for

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radingulan pursuant to Paragraph for hereof, and such charac thail and after the Redinguinn I - 12 to a molerni (amont with the consent of the corporation) and thail not be deemed containing for any people of white every

- 4. There shall be no redemption of any shares of Preferred Stock of the congression where such artica would be in violation of applicable law.
- 3. The corporation shall duly pay the Redemption Price by geomptly paying the holder of each share of Preferred Stock cash in the assume of the Redemption Price upon occupy of a conditions or emittioner for the shares being redeemed, such shares to be endorsed for transfer to the corporation.
 - (c) Preference on Liquidation.
- 1. The Board of Dirocus a may from time to time distribute to the shareholders in partial liquidation, out of the stated capital or capital surplus of the corporation, a portion of its assets, in each or property, subject to the limitations contained in applicable is want them Articles of Excorporation.
- the limitations contained in applicable law and mean Articles or accorporation.

 2. In the event of any liquidation, dissolution or winding up of the corporation, the halders of shares of Preferred Stock then customining that be emitted to be paid out of the assets of the corporation evaluate for distribution to be then containing that be emitted to be paid out of the assets of the corporation's holders of Common Stock an around equal to 230 per share plus any occused and sequid per share dividends on shares of the Preferred Stock (the "Preferred Amount"). Each share of Preferred Stock that is said on a purity with exchesion them of Preferred Stock with respect to the Preferred Stock that is not a purity with each of the corporation evaluable for distribution are less than the foregoing Preferential Amount, distribution that he made pre rate among all shares of Preferred Stock shares are the Preferential Amount to which each is entited and no such amounts shall be paid or as spart for payment or the chart of Preferential Amount in the lates at the same time amounts shall be paid or as spart for payment or all other shares of Preferred Stock withen outstanding. After the payment or senting apart for payment to the holders of shares of Preferred Stock of the Preferential Amounts to payable to them, the bottless of the theres of Common Stock of the corporation shall be antitled to receive, ratify, all remaining attent of the corporation.
- 3. The storger or consolidation of the corporation into or with another corporation in which this corporation shall not aurelies, or the sale, transfer or bease that not including a transfer or lease by pledge or morquage to a funder) of all or substantially all of the assets of the corporation shall not be Lizaned to be a liquidation, dissolution or winding up of the corporation as those terms are used in this Paragraph (c).
- 4. In the event die corporation shall propose to take any action of the typ. 2 described in Subprengraphs 1 and 2 of this Peragraph (c), the exposition shall, which am days after the dom the Board of Directors approves such action or twenty days prior to any shareholders' meeting called to approve such action, whichever is earlier, give each holder of the Preferred Stock initial written notice of the proposed action, but hidd written notice and discribe the material terms and conditions of such proposed action, including a description of the stock, cash and property so be received by the holders of the Preferred Stock upon consumation of the proposed action and the date of delivery shereof. If any material change in the facts set forth in the holder of the training of the proposed action, the curporation shall promptly give written notice to each holder of the Preferred Stock of each material change.
- 3. The corporation shall not consuments or or proposed action of the types described in Subparagraphs 6 and 2 of this Puragraphs (c) before the expiration of twenty days after the mailing of the initial notice or ten days after the mailing of any subsequent written notice, whichever is lover, provided that any such 20 or 10-day period may be shortened upon the written consent of the holders of a majority of the constanding shares of the
- 6. In the event the corporation shall propose to take any action of the types described in Subparagraphs 1 and 2 of this Paragraph (c) which will involve the distribution of inners other than cash, the corporation thall promptly engage independent appraisers to determine the value of the exact to be distributed to the holders of the Preferred Stock (it being understand that with respect to the valuation of securides, the corporation shall on any each appraiser as shall be approved by the bottom of a surjectly of the centuraling.

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shares of the fivelened Stock). The corporation shall upon excelpt of such appraisers valuation, give prompt written notice to each horder of the Preferrof Stock of the appraisers with rion.

(4) Yodag.

- 1. Each holder of record of Common Stock shall have one vote for each share of stock aranding in his same on the books of the corporation and endined to vote. Except as otherwise provided by taw, the noiders of the Preferred Stock shall be endined to vote upon the election of directors or upon any questions affecting the management or affairs of the corporation, on the same basis as if each share of Preferred Stock had been convertible. In the election of directors, each shareholder shall have the right to vote his number of shares for as many persons as there are directors to be elected. Cumulative voding shall not be permitted in the election of directors or otherwise.
- 2. The holders of the Preferred Stock shall have the right to vote separately from the holders of the Counton Stock on any safe, lease, exchange or other disposition (but not including a transfer or lease by gledge or mortgage to a lender) of all or substantistly all of the property and assets of the corporation not in the asset and regular course of business, or any consolidation, marger, expiral coorganization or reclassification of capital stock of the corporation as if it were a separate class under the Colorado Corporation Code.
- 3. Except as otherwise provided barries or esquired by law, the holders of theres of Preferred Stock and the holders of theres of Common Stock shall vote together as one class on all matters.
- 4. At all meetings of shareholders, one-third of the shares entitled to vote at such meeting, represented to pursue or by proxy, shall constitute a quorum.
- 3. When, with respect to any action to be taken by the shareholders, the Colorado Corporation Code requires the vote or concurrence of the holders of two-chirds of the outstanding shares, or of the shares ensided to vote thereon, or of any class or series of planes, approval that result from the vote or concurrence of a neglority of such shares or class or series. This provision is adopted gureaunt to Section 7-4-118 C.R.S., and shall control over any provisions of the Colorado Corporadon Code which would otherwise apply.

(e) Convertion Rights.

- 1. Each share of Preferred Scock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, and on or prior to the close of business on the daied business day preveiling the Redemption Date, if any (unless default shall be made by the corporation in duly paying the Redemption Price on the Redemption Date), inhighly hoto 3.0800514 feety paid and non-assentable there of Common Stock of the corporation subject to adjustment as set forth in Subparagraph (a)? before. The secus author of shares of Common Stock into which each share of Preferred Stock is convertible shall be determined by dividing the convertible shall be determined by dividing the convertible shall be application of Subparagraph (a)? before thoto \$20 and multiplying the quotients so obtained by 1.3.1001016. Practional shares of Common Stock will not be issued upon conversion of shares of the Preferred Stock. The number of shares of Common Stock is unible shall be consected down to the nearest whole share of Common Stock to which any holders of Preferred Stock are entitled), with any fractional share being disregarded.
- Sign (to which any mounts or reserved security was any structure as an entered. The holders of any shares of Preferred Stock may exercise the conversion right as to such shares or any part thereof by delivering to the corporation during repellsr hastens, house, at the office of any transfer agent of the corporation for the Preferred Sacti, or at the principal office of the corporation or at such other place as may be designated by the corporation, the outliers or conditions for the shares to be nonversed, this enders of for transfer to the corporation (If required by It), accompanied by written ender such as the holder detects to convert such thaces. Conversion shall be demand to have been effected on the date whon such delivery in made, and such date to referred to horseln as the "Conversion Dese," As promptly as practicable thereafter, the corporation shall have and deliver to or upon the written order of such holder, at such office or other piece designated by the holder, a contificate or contributes for the nonther of first shares of Constron Stock to which such holder is estimed. The holder shall be desented to have become a record holder of Common Stock on the applicable Conversion Date. Upon conversion of only a portion of the number of shall be comparation, at the expense of the corporation, a

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now conflictly on the the number of shares of Freferred Stock representing the sistem-time is portional time.

- I. The corporation that, ying all documentary states and, where transactional transmissional of the instance or delivery of vivers of Donaron Stock of the corporation upon conversion of any that y of Parking Stock; provided, however, that the corporation shall not be required to pay any taxes which may be put the inspect of any transfer involved in the Instance or delivery of any condicate for such a large in a non-transmission than that of the Instance of Preferred Stock in respect of which such shares are being laste.
- 4. The corporation shall reserve out of its treatury stock or its authorized but unicsord theres of Common Stock, or both, solely for the purpose of effecting the conversion of the shares of Preferred Stock, sufficient shares as provide for the conversion of all outstanding shares of Preferred Stock.
- 3. All shares of the Common Stuck which may be issued upon conversion of the shares of Preferred Stock will upon issuance by the corporation be validly issued, fully gold and non-assessable and free from all taxes, lites and charges with respect to the assumce thereof.
- 6. Upon conversion of the shares of Preferred Stock losp Contrain Stock, said conversed theres of Preferred Stock shall be conceled and not relisted thereafter by the conjunction.
- 7. The initial Conversion Price is \$30 per share for the Prefessed Stock subject to adjustment from time to done as described in this subparagraph.

In the event the corporation at any since or from time to time after the Preferred Stock has been issued shall declare or pay any dividend on the Common Stock payable in Common Stock, or effect a subdivision of the constanting above of Common Stock into a greater number of shanes of Common Stock (by exclassification or otherwise than by payment of a dividend in Common Stock, then and in any such event, such Conversion Price while be reduced, executary with such issue to a price (alternated to the nearest cent) decoration by multiplying such Conversion Price in effect insteadistry prior to such issue by a first-int, (s) the numerator of which shall be the number of shares of Common Stock constanting immediately prior to such issue plus the number of shares of Stock constanting prior to such instead that the Conversion Price in amount of such additional shares of Common Stock in its trude provided that the Conversion Price thall not be so enduced at such time if the amount of such reduction would be an amount for the such and together with such amount and any solar amount for and together with such amount and any solar amount or amounts so carried forward, shall be carried forward and reduction with such amount and any process of this Paragrapic, all shares of Common Stock issuable upon conversion of outstanding shares of Preferred Stock shall be deemed to be outstanding.

In the event the outstrating theres of Common Stock shall be combined as contributed, by suclassification or offerwise, into a inster number of theses of Common Stock, the Conversion Price in effect immediately prior to such combination or consolidation shall, concurrently wid: the effectiveness of such combination or consolidation, be proportionately increased.

- 8. In the case of any controlidation or marger of the composition or the conveyorare of all or substantially all of the states of the corporation to another corporation, each share of Prefaired Eraci shall increasing to enough the conventible into the remoter of shares of stock or about securities or property to with." It "wider of the number of shares of Constant Stock of the corporation deliverable upon convention of the FreEnric Stock would have been entitled upon such consolidation, arrager or conveyance; and, in any such case, appropriate adjustment (as determined by the Board of Disectors) shall be used in the application of the provisions have; we fourth with paspect to the rights and increase thereafter of the holders of the Preferred Stock; to the end that the provisions set forth bettel flockwing provisions with asspect to changes it and other adjustments of the Conversion Prices) shall thereafter be applicable, as searly as renorably may be, in acts one on any startes of stock or or her property thereafter deliverable upon the conversion of the Preferred Stock.
- 9. The corporation shall promptly give written notice of each allustment or readjustment of the Convenion Price or the number of shares of Contrara Stock or other saturable upon convenion of each three.

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(f) Changer Surking as any shares of Preferred Sinch are nontending, the corporation within any, without first obtaining the approval by rate or written consent, in the manner provided by law, of the holder of at least a majority of the total number of shares of Preferred Sock neutranding, voting repartiely a a state of at least a majority of the powers, neutroneers Preferred Sock; 12) are not the provisions of this Paragraph (f); or (3) authorize, create, amend or increase or resse any expiral as a tof any class or series of any panity or other stock, other than Cantons Stock as presently submitted, except to other series of Preferred Stock, as then in office at least equal to \$20 per share or the Convention Price of a class of Preferred Stock, as then in effect, whichever is the laster, with such terms and conditions with respect to the flational preferences as excentially contained herein, as well as redemytion, dividends and rading a give an constant largetim.

(g) Notices. Notices to the corporation with suspect to the shapes shall be addressed to the attention of the Secretary at the principal office of the corporation, or to such other place as the emperation may from time to time direct by orthor rotice to all holders of Preferred Such. Any states equived by the provision here, to be given to the holders of shapes of Preferred Such shall be deemed given if deprived in the United Principal and addressed to each bot. In the United Principal and addressed to each bot. In the address given to the corporation by the holders, and as may from time to time to changed by written action to the corporation.

(h) Preemptive Rights. No shareholder of the corporation that have any preemptive or other right to subscribe for any additional unissued or treasury shous of such or for other securities of any class, or for rights, warrants or options to parchase stock, or for script, or for securides of any kind conversible into struck or carrying stock purchase warrants or privileges.

PIFTH: The number of directors of the corporation shall not be less than three, Nine directors shall constinue the initial floored of Otention.

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the sithing of the corporation, and the same are in furtherance of and not in limitation or exclusion of the parater confuned by law.

(a) Consects with Directors, see. He constact or other transaction between the corporation and one remove of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or any financially interested shall be either void or voidable startly because such directors are present at the meeting of the doard of Directors or a commitme thereof which authorizes, appears or satisfies such constact or transaction or solely because the directors or committee which industries, appears or resides the constact or transaction is a voic or consent sufficient for the purpose without constitut the void or consent such invested directors; or (ii) the fact of such relationship or interest is disclosed or known to the shareholders satisfied to vote and they authorize, appears or taxify such constact or transaction by vote or written consent; or (iii) the area are transaction is fair and reasonable to the corporation. Common or interested directors may be constact or transaction in the present of a committee thereof which suthorizes, approves or ratifies such constact or transaction of Directors or a committee thereof which suthorizes, approves or ratifies such constact or transaction of Directors or a committee thereof which suthorizes, approves or ratifies such constact or transaction.

(b) Indemnification. The corporation shall indemnify all current and former directors, officers, employees and agents of the corporation or of any corporation merged into the corporation with respect to any thins, proceeding or liability in any very estimat to the corporation or of any corporation merged into the corporation, the business of, or such person's actions than at the neglect of, or on behalf of the corporation cur any such other corporation. The corporation shall further have the authority to the full enters permaned by law to indemnify its directors, officers, agents and amployees against any claim, liability or expense arising or incurred by them in all other circumsterses. Noteritheranding any provision of this françaists to the contrary, the indemnification provided by the corporation of this françaists to the contrary, the indemnification provided by the corporation that incides, to the maximum extent permitted by the Colorado Corporation Code. The indemnification provided by the corporation that incides, to the maximum extent permitted by the Colorado Corporation Code, the payors of or estimaterement of all expenses (including reasonable automay's family increased or paid by such person in the definese of such claim, proceeding or timility. If a person is or was a director of the corporation or any such other corporation, and in subject to an asserted claim, proceeding or liability because such person is or was an officer, employer or agent of the

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corporation of any such solar cosporation, such person shall be entitled to the same indemnification as if such claims, proceeding or fieldity were incurred because such person is or was a director of such corporation.

Chima, proceeding, or hability were incurred because such person is at was a director of sm.h. corporation.

(c) Megation of C_n-stable Interests in Shares or Rights. The corporation shall be emitted to great the registered builders of any shares of the corporation as the owner thereof for all purposes, including all rights deriving from such shares, and shall not be bound to recognize any equitable or other claims to, or interest in, such shares or rights deriving from such shares, on the part of any other person, including but without limiting the generality hereof, a purchases, assignes or transferre of such shares or rights deriving from such shares, whether or not the comparation shall have either actual or constructive notice of the interest of such sparchases, assignes, transferre or other verson. The purchases, assignes or a surfaces of any of the shares of the comparation shall not be entitled; so corbe notice of the meetings of the shareholders; or not of the corporation shall not be entitled; so or the notice of the meetings; to anamine a list of the whereholders; to be paid dividends or other same payable to shareholders; or to own, enjoy and exercise any other property or rights deriving from such shares against the corporation, until such perchaser, assignes or reantiferse has bosoned the registered bolder of such states.

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WITH AMENDMENTS		WITH CHANGE OF	NAME AMENOMENT
DOMESTIC	FOREIGN	rgoist	MUNICAL

MANDALL.

COCA MINES INC. BP0301784 (Critorado Corporation)

INTO

* HINERALS ENGINEERING COMPANY DP0114114 (Colorado Comporation)

THE SURVIVOR

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ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION CHANGE OF NAME

Pursuant to the provisions of the Colorado Corporation Code, the undersigned corporation adopts the Following Articles of Amendment to its Articles of Indusposation:

FIRST: The name of the corporation it Minerals Engineering Company.

SECOND: The following amendment was adopted by the Shareholders of the corporation on December 31, 1986; in the manner prescribed by the Coloredo Corporation Code:

The Article PIRST is hereby amended in its entirety to read as follows:

The name of the corporation is CoCa Mines inc.

THIRD: The Articles of Amendment Very adopted by a vote of the Shareholders of Minerals Engineering Company on December 31, 1986. The number of shareholders of Minerals Engineering Company voting for the Articles of Amendment was sufficient for approval of the Articles of Amendment.

MINERALS ENGINEERING COPPARY

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J. Chflatopher Hitchell,	R	• • • •	
Secretary		•	•
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STATEMENT OF CANCELLATION OF SHARES

Jan 30 3 40 PH 'BI

Straight of STAll Pursuant to the provisions of the Colorado Corpo-STATE OFFICIAL COLOR the undersigned corporation hereby files this Statement of Cancellation of Shares in respect of certain shares of its capital stocks

- The name of the corporation is CoCa Nines Inc.
- The number of shares cancelled through conversion of such shares into shares of the Corporation's common stock is: 200,000 shares of Saries A Convertible Preferred Stock, par value 920 per share.
- 3. The number of shares cancelled through redemption by the Corporation is: 15,810 shares of Series A Convertible Preferred Stock, per value \$20 per share.
- The aggregate number of issued chares of capital atock of the Comporation after giving effect to such execulation is: 7,831,419 chares of Common Stock, par value 6.01 per chares.
- 5. The amount of stated capital of the Corporation after giving affect to such cancellation is \$78,314.19.
- 5. The Articles of Incorporation of the Corporation provide that upon conversion of the shares of Series A Convertible Preferred Stock into Common Stock, said converted chares of Series A Convertible Preferred Stock shall be cancelled and not reissued thereafter by the Corporation. The Articles of Incorporation of the Corporation are silent as to whether the shares of Series A Convertible Preferred Stock redeemed shall or shall not be reissued thereafter by the Corporation.
- 7. The number of shares which the Scorporation will have authority to issue, after giving effect to such cancellation is:
 - a. 25,000.000 shares of Common Stock, par value \$.01 per share.

COMPUTER UPDATE COMPLETE

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b. 15,810 shares of Series & Convertible Preferred Stock, par value \$20 per share.

8. The cancellation of the 15,910 sheres of Series A Convertible Preferred Stock of the Corporation through redemption by the Corporation is being effected under C.R.S. 57-6-163.

DATED: December 31, 1986

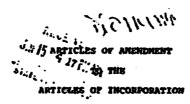
COCA MINES JEC.

West A. Nivera

ATTEST:

J. Christopher Mitchell

RECENTARY



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Pursuant to the provisions of the Colorado Corporation Code, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is CoCs Mincs Inc.

SECOND: The following emendment to the Articles of Incorporation was adopted by a vote of the shareholders of the corporation on June 15, 1987 in the manner prescribed by the Colorado Corporation Code:

Article Fourth is hereby deleted in its entirety and the following substituted therefor:

*POURTH:

- (a) The agg-egate number of shares which the corporation shall have authority to issue is 25,000,000 shares of common stock having a par value of \$.00 per share.
- (b) Each shareholder of record shall have one vote for each share of stock standing in his name on the books of the corporation and entitled to vote, except that in the election of directors, he shall have the right to vote such number of share for as many persons as there are directors to be elected. Cumulative voting shall not be permitted in the election of directors or otherwist.
- (c) At all meetings of shareholders, one-third of the shares entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum.

COMPUTER UTTATE COMPLETED

[d] When, with respect to any action to be taken by the shareholders, the Colored Corporation Code requires the vote or concurrence of the holders of two-thirds of the outstanding shares, or of the shares entitled to vote thereon, or of any class or series of shares, approval shall result from the vote or concurrence of a majority of such shares or class or series. This provision is shall control over any contrary provisions of the Colorado Corporation Code which would otherwise apply.

(e) No shareholder of the corporation shall have any preemptive or other right to subscribe for any additional unissued or treasury shares of stock or for other securities of any class, or for rights, warrants or options to purchase stock, or for scrip, or for securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

(f) The board of directors may from time to time distribute to the charcholders in partial liquidation, out of stated capital, or capital surplus of the corporation, a portion of its assets, in cash or property, subject to the limitations contained in applicable law and these Articles of Incorporation.*

THIRD: The number of shares voted for such mendment was sufficient for approval.

FOURTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: none.

FIFTH: The menner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: none.

COCA NINES INC.

By Hugh J. Meheson, Free Hont Sy John F. Congdon, Begretary
STATE OF COLORADO
CITY AND COUNTY OF DERIVER)
· Before me,, a Hotery
Public in and for the City and County of Denver, State of
· · · · · · · · · · · · · · · · · · ·
Colorado, personally appeared Rugh J. Matheson and John P.
Congdon who acknowledged before me that they are the
President and Secretary, respectively, of CoCa Hines Inc., a
Coloredo corporation and that they signed the foregoing
· · · · · · · · · · · · · · · · · · ·
Articles of Amendment as their free and voluntary act and
deed for the uses and purposes therein set forth, and that
the facts contained therein are true.
IN WITNESS WHEREOF, I have hereunto set my hand
· · · · · · · · · · · · · · · · · · ·
and seel this day of June, A.D., 1987.
My commission expirem:
•
Motary Public

COLORADO CORPORATE REPORT YEAR OF 1888 TYPE OR PRINT SCARLY ** PLANT MANUAL IS MAY 187 **

For Office Lies Only

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IMPORTANT: PL	EASE READ INSTRUCTIONS ON	REVERBE SIDE. D	O NOT CHANGE	E OR ALTER INFORMATION. EAC	HITEM MUST BE COMPLETED
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The between the Colorest H	uide State of Colorado, give comp	date address of prin	cipel office in str	ito or country of Incorporation (If n	one, state NONE):
n/a	-	•	·		
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Colorado corporant	nepatric out these is the truck and <u>Main</u>		966 (# 2796F3HH): (and Secretary may not be told by t Address, City, State, Zio Code	No delino transiques,
Popaldont:	Hugh J. Matheson			Lincoln St., #910,	
Vice-President: Secretary:	Robert A. Rivera	4		Lincoln St., #910,	
Aest. Secretary:	Mark A. Hellerste Vicki L. Ferguson			Lincoln St., #910, Lincoln St., #910,	
Truspurer:	Thomas E. Congdon			Lincoln St., #1100.	
Tournes and anno	LEASES of DIRECTORS:			Manuaca 0-1, 100-10	Agustan's An Andrea
(Colorado Profit Con	parations must list at least three, ou			Fredgre no there are charactelore in t ADO NOMPROFIT CORPORATIONS	
	Mama			Address, City, State, Zio Code	
Director:	Thomas E. Congdon	•	1776	Lincoln St., #910,	Denver, CO 80203
	11/11/ 1 0	•			las, TX 75230
O;rector	William J. Carey		1322	PISTLATEA' DE" DEF	
Otrector:	Roger C. Cohen	•		Broadway, #3500, De	
•		·			
Director:	Roger C. Cohen	Mighed by CHLY the	1670	Broadway, #3500, Der	over, CO 60202
Director: Colorado tem rec (or en stant) or	Roger C. Cohen ultes the Corporate Report to be Tressurer. For a FOREIGN corpor	ration without such	1670 Corporation's Partitions, on suthe	Broadway, #3500, Der resident, a Vice-President, Secretar ortical agent may sign.	nver, CO 50202
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TO BETERMINE FILING FET SEE INSTRUCTIONS SANG ONE copy of this Roport with payment to: DEPARTMENT OF STATE CORPORATE REPORT SECTION, P.O. BOX 8081, DENVER, CO. 80217-6061

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MAN. 143: MARL HE
COLORADO, SECRETARY DE STATE
CORPORATIONS DEFICE
1560 Broadway, Suite 200
Denver, Colorado 80202
(103) 866-2361 78-TATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH, L. Perisis ert in the provisions of the Colurado Corporation Code, the Colorado Nonprofit Corporation Act and the Culorado Lindura Limited Persecritur Act of 1981, the undersigned computation or landed partnership organism. er the laws of Colorado is the leftowing statement has the purpose of changing its repositive delice or its registered agent, or both, in the First: The same of the corporation or hinted partnership is: QoC) Hines Yec. 1600 Broadway, Second: the address of its REGISTERED OFFICE is Denver, Colorado 80202 Third The name of the REGISTERED AGENT in THE CORPORATION COMPANY Fourth: The address of its registered office and the address of the business office of its registered agent, as changed, will be identical. Fifth: The address of its place of business in Colorado is _____1776_Lincoln__Stre__910__Denver__CO_80203 STATE OF. cribed and owners to before me this 🔔day of 🕳

COMPUTER UPDATE COMPLETE

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ARTICLES OF AMENDMENT

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TO THE

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SHAFF OF CLUSTAIN STARTICLES OF INCORPORATION

OF

COCA MINES INC.

Pursuant to Section 7-2-109 of the Colorado Corporation Code of the State of Colorado, the undersigned, CoCa Mines Inc., a Colorado corporation (the "Corporation"), adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is CoCa Mines Inc. NF/GS

SECOND: The following amendment to add a new Article SEVENTH to the Corporation's Articles of Incorporation was adopted on May 31, 1988, in the manner prescribed by Section 7-2-107 of the Colorado Corporation Code:

(a) A director of this corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except that this Article SEVENTH shall not eliminate or limit a director's liability (i) for any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, under Section 7-5-114 of the Colorado (iii)Corporation Law or (iv) for any transaction from which the director derived an improper personal If the Colorado Corporation Law is benefit. amended after approval by the shareholders of this Article SEVENTH to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the

Colorado Corporation Law, as so amended from time to time.

- (b) Any repeal or modification of this Article SEVENTH shall not increase the personal liability of any director of this corporation for any act or occurrence taking place prior to such repeal or modification, or otherwise adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.
- (c) The foregoing has been inserted for the management of the business and for the conduct of the affairs of the corporation and in furtherance of and not in limitation or exclusion of the powers conferred by law.

THIRD: Such amendment was duly approved and adopted by a vote of the shareholders of the Corporation in accordance with the provisions of the Colorado Corporation Code. The number of shares voted for the amendment was sufficient for approval thereof.

COCA MINES INC.

Hugh V. Matheson, President

Mark A. Hellerstein, Secretary

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ARTICLES OF AMBNOMENT

TO

05-22-90 75-7 901056689 \$30,-20

ARTICLES OF INCORPORATION

Pursuant to the provisions of Section 7-2-107 of the Colorado Corporation Code, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is CoCa Nines

SECOND: The following amendment to the Articles of Incorporation was adopted by a vote of the shareholders of the corporation on May 15, 1990 in the manner prescribed by the Colorado Corporation Code:

Article FOURTH is hereby deleted in its entirety and the following substituted therefor:

FOURTH: The total number of shares of all classes of stock which the corporation shall have authority to issue is 60,000,000 shares, consisting of 10,000,000 shares of Preferred Stock of the par value of \$10.00 each and 50,000,000 of Common Stock of the par value of \$.01 each.

The designations, powers, preferences and rights and the qualifications, limitations or restrictions of the Preferred Stock and the Common Stock are as follows:

(a) Except as required by law or by any resolution adopted by the Board of Directors fixing the relative powers, preferences and rights and the qualifications, limitations or restrictions of any series of Preferred Stock, the entire voting power of the corporation shall be vested in the holders of Common Stock. Each share of Common



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Stock shall be entitled to one vote on all matters to be voted upon by the holders of Common Stock. Cumulative voting for the election of directors is denied.

- (b) At all meetings of shareholders, onethird of the shares entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum.
- (c) When, with respect to any action to be taken by the shareholders, the Colorado Corporation Code requires a vote of the concurrence of the holders of two-thirds of the outstanding shares, or of the shares entitled to vote thereon, or of any class or series of shares, approval shall result from the vote or concurrence of a majority of such shares or class or series. This provision is adopted pursuant to C.R.S. \$7-4-118 (1986) and shall control over any contrary provisions of the Colorado Corporation Code which would otherwise apply.
- (d) The Board of Directors may from time to time distribute to the shareholders in partial liquidation, out of stated capital or capital surplus of the corporation, a portion of its assets, in cash or property, subject to the limitations contained in applicable law and these Articles of Incorporation.
- (e) No holder of any class of stock of the corporation shall have a preemptive right to acquire any additional shares, or securities convertible into such shares or carrying a right to subscribe to or acquire shares, whether now or hereafter authorized, and whether convertible into or exchangeable for any security of the corporation.
- (f) Each share of Common Stock shall be entitled to participate equally in all dividends payable with respect to the Common Stock and to share ratably, subject to the rights and preferences of any Preferred Stock, in all assets of the corporation in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the corporation, or upon any distribution of the assets of the corporation.
- (g) The Preferred Stock may be issued from time to time in one or more series and for such consideration as the Board of Directors shall

determine. Subject to the limitations set forth herein and any limitations then prescribed by law, authority is hereby expressly granted to the Board of Directors to fix by resolution from time to time the designation of such series and the powers, preferences and rights of the shares of such series, and the qualifications, limitations or restrictions thereof, including without limitation the following:

- 1. The designation and number of shares comprising such series, which number may from time to time be decreased by the Board of Directors (but not below the number of such shares then outstanding) or may be increased (unless prohibited by action of the Board in the resolutions creating such series);
- 2. The rate, amount and times at which, and the preferences and conditions under which, dividends shall be payable on shares of such series, including without limitation, whether such dividends are cumulative or noncumulative and whether the shares of such series participate or do not participate in additional dividends after the payment of preferential dividends with respect to such shares;
- 3. Any rights and preferences of the holders of shares of such series upon the liquidation, dissolution or winding-up of the affairs of, or upon any distribution of the assets of, the corporation, and whether such amounts vary depending upon whether such liquidation, dissolution or winding-up is voluntary or involuntary;
- 4. The full or limited voting rights, if any, of the shares of any such series, in addition to voting rights provided by law; and whether, under what conditions and with respect to what subject matters, the shares of such series shall be entitled to vote separately as a class;
- 5. Any times, terms and conditions upon which the shares of such series may be subject to redemption and the amount, terms, conditions and manner of operation of any

purchase, retirement or sinking fund to be provided with respect to the redemption of such shares:

- 6. Any rights to convert such shares into, or to exchange such shares for, shares of any other class or classes or of any other series of the same class, including without limitation, the prices, rates, conversion or exchange and any other terms or conditions applicable to such conversion or exchange;
- 7. Any limitations upon the payment of dividends or the making of distributions on or the acquisition or redemption of Common Stock or any other class of shares subordinate to the shares of such series with respect to the payment of dividends;
- 8. Any conditions or restrictions upon the issue of any additional shares on a parity with or superior to the shares of such series; and
- 9. Any other relative powers, preferences or rights and any other qualifications, limitations or restrictions with respect to the shares of such series as the Board of Directors may deem advisable and as shall not be inconsistent with the provisions hereof.

Except as specified by the Board of Directors, all shares of Preferred Stock shall be identical to and of equal rank with all shares of any other series of Preferred Stock, except as to the terms from which cumulative dividends, if any, shall accumulate.

THIRD: The number of shares voted for such amendment was sufficient for approval.

FOURTH: The manner, if not set forth in such amendment, in which any exchange, reclassification or cancellation of issued shares provided for in the amendment shall be effected, is as follows: None.

FIFTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital is changed by such amendment, are as follows: None.

COCA MINES INC.

By: Hugh Macheson, President

Marjorie E. Cross,
Assistant Secretary

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President:			Address City St		
Vice-Fresident:	Ralph J. Anctil	2944	S. Milwaukee Cir.	, Denver, CO	82604
Secretary:					
Treasurer:	Duane A. Dughman		Sage Dr., Golden,	CO 80401	•
	Duane A. Dughman onesses of directors:	1933	Sage Dr., Golden,	CG 80401	
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RETURN THIS COPY WITH YOUR PAYMENT

GOGA MINES ING. BOARD OF DIRECTORS September 1990

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Thomas E. Congdon 1100 One :Parwer Building 1776 Lincoln Street Denver, CO 80203

Hugh J. Matheson 910 Derver Center Building 1776 Lincoln Street Denver, CO 80203

William J. Carey 732: Blairview Drive Dallas, TX 75230

Hans L. Carstensen III GNA Two Union Square 601 Union Street, Suite 5600 Seattle, WA 98101-2338

Roger C. Conen, Esq. COMEN BRAME & SMITH, P.C. 1800 One United Bank Center 1760 Lincoln Street Denver, CO 80203

Leland O. Erdani STOLAR, RIC. 9056 Marshall Ct., Unit 503 Westminster, CO 80030

John W. Avany
PRIME CAPITAL CORP.
11th Floor - Box 10
206 W. Hestings
Vancouver, Botish Columbia
Canada V6C 2X4

James C. O'Rourke PRINCETOM MINING GROUP Suite 2000, Guinness Tower 1655 W. Hastings Vancouver, British Columbia Canada V6E 3V3

Vernon F. Taylor 41 CHEMEX PHARMACEUTICALS 7400 E. Orchard Rd., Suite 190 Englewood, CO 80111

Anthony M. Warrender WARRENDER & ASSOCIATES, INC. P.O. Box 1431 Middlehug, VA 22117

ACP SCOTHER

ARTICLES OF MERGER

OF CM ACQUISITION COMPANY PAP DF 9//0087//
(a Colorado corporation)

and COCA MINES INC. Now 99 (a Colorado corporation)

06-26-91 11:50 911048964 \$50.00

Pursuant to the provisions of Article 7 of the Colorado Corporation Code, the undersigned corporations hereby adopt the following Articles of Merger and have caused the President and Secretary of their respective corporations to execute these Articles of Merger for the purpose of filing with the Secretary of State of Colorado.

Article I

The "Agreement and Plan of Merger" attached hereto as Exhibit A and incorporated herein by reference, providing for the merger of CM Acquisition Company, a Colorado corporation ("CM"), with and into CoCa Mines Inc., a Colorado corporation ("COCa"), has been approved and adopted by the directors and shareholders of CM and CoCa in the manner provided by the laws of the State of Colorado.

Article II

The Agreement and Plan of Merger was approved by Recla Mining Company, a Delaware corporation, as the sole shareholder of CM, on February 13, 1991, the number of shares in favor of the Agreement and Plan of Merger being sufficient for the approval thereof.

The Agreement and Plan of Merger was approved by the shareholders of CoCa at a meeting held on June 26, 1991. At such meeting a quorum was present and the number of shares voted for the Agreement and Plan of Merger was sufficient for the approval thereof.

Article III

Pursuant to the Agreement and Plan of Merger, CoCa survives the merger as a Colorado corporation.

Article IV

The merger is to be effective at and as of 4:30 p.m. Mountain Time on the date upon which these Articles of Merger are filed with the Secretary of State of Colorado.

COMPUTER UPDATE COMPLETE

Dated this 26th day of June

Attest:

Michael B.

secretary

CM Acquisition Company, a Colorado corporation

William J. Grismer Vice President

Attest:

CoCa Mines Inc., a a Colorado corporation

Aser Secretary

E CROSS

Hugh J. Hatheson President

ACREEMENT AND PLAN OF MERCER

Agreement and Plan of Merger dated as of February 13, 1991 by and among Hecla Mining Company, a Delaware corporation ("Parent"), CM Acquisition Company, a Colorado corporation and a wholly owned subsidiary of Parent ("Sub"), and CoCa Mines Inc., a Colorado corporation (the "Company").

WITNESSETH

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of Delaware and, as of February 8, 1991, the authorized capital stock of Parent consists of (i) 50,000,000 shares of common stock, \$.25 par value per share (the "Parent Common Stock"), of which 27,071,041 shares were issued and outstanding and 60,174 shares were held in treasury; (ii) 5,000,000 shares of Parent preferred stock, \$.25 par value per share, none of which issued and outstanding; (iii) \$201,250,000 face amount at maturity of outstanding Liquid Vield Option Notes Due 2004; and (iii) \$207,071,041 outstanding Preferred Share Purchase Rights (the "Rights") issued pursuant to the terms of a Rights Agreement dated as of May 6, 1986 (the "Rights Agreement") by and between Parent and Manufacturers Hanover Trust Company, a national banking association, as Rights Agent;

WHEREAS. Sub is a corporation duly organized and existing under the laws of the State of Colorado and, as of the date hereof, the authorized capital stock of Sub consists of 15,000,000 shares of Common Stock, 8.01 par value (the "Sub Common Stock"), of which 15,000,000 shares are as of the date hereof issued and outstanding and owned, beneficially and of record, by Parent:

WHEREAS, the Company is a corporation duly organized and existing under the laws of the State of Colorado and, as of the date hereof, the authorized capital stock of the Company consists of (i) 50,000,000 shares of common stock of the Company, \$.01 par value per share (the "Company Common Stock"), of which 12,620,324 Shares were issued and outstanding and 38,165 shares were held in treasury as of February 8, 1991, (ii) 10,000,000 shares of Company preferred stock, \$10 per share, none of which issued and outstanding, (iii) warrants to acquire 53,250 shares of Company Common Stock at an exercise price of \$3.00 per share issued to a former partner of Sunbcam Mining Limited, (iv) warrants to acquire 1,903,000 shares of Company Common Stock at an exercise price of \$4,30 per share issued to former shareholders of Geodome Resources Limited ("Geodome"), (v) an obligation to issue on July 31, 1991 75,000 shares of Company Common Stock to a former employee of Geodome and (vi) 139,532 shares of Company Common Stock issuable to the Company's Employee Stock Ownership Trust (the "Company ESOP") (the warrants referred to in clauses 2.2(b) (iii) and (iv) above are referred to herein as the "Company Warrants").

WHEREAS, the Company. Parent and Sub have entered into an Acquisition Agreement dated the date hereof (the "Agreement"), which sets forth certain representations, warranties and agreements in connection with the transactions therein and herein contemplated and which contemplates the merger of Sub with and into the Company (the "Merger") in accordance with this Agreement of Merger; and

WHEREAS, the Board of Directors of each of the Company, Parent and Sub deems the Merger advisable and in the best interests of each such corporation and its respective stockholders or shareholders; the Board of Directors of each of the Company, Parent and Sub, and Parent as the sole holder of voting stock of Sub, have approved the Agreement and this Agreement of Merger; and the Board of Directors of the Company has directed that this Agreement of Merger and the Agreement be submitted to the Company's shareholders for adoption and approval.

NOW. THEREPORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

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ARTICLE I

- 1.01. Merger of Sub with and into the Company. Upon the terms and subject to the conditions set forth herein and in the Agreement, Sub will be merged with and into the Company upon the filing of the Articles of Merger in accordance with Section 7-7-105 of the Colorado Corporation Code (the "CCC") by the Secretary of State of the State of Colorado (the time of such filing is referred to herein as the "Effective Time," and the "Effective Date" of the Merger shall be the date on which the Effective Time shall occur); provided, however, that the Company shall be merged with and into Sub if necessary to preserve the tax-free nature of the Merger and the corresponding changes shall be deemed to have been made in the Agreement to reflect such structure. The separate corporate existence of Sub shall thereupon crase and the Company shall be the surviving corporation and the separate corporate existence of the Company shall continue unaffected and unimpaired by the Merger. The Company is herein sometimes referred to as the "Surviving Corporation" and the Company and Sub are herein sometimes referred to collectively as the "Constituent Corporations."
 - 1.02. Effect of the Merger. The Merger shall have the effects set forth in CCC Section 7-7-105.
- 1.03. Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or combina, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of Sub acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Agreement of Merger. Sub and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and pussession of such rights, properties or assets in the Surviving Corporation and otherwise to earry out the purposes of this Agreement of Merger; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Sub or otherwise to take any and all such action.

ARTICLE II

- 2.01. Articles of Incorporation. From and after the Effective Time and until further amounted in accordance with the CCC, the Articles of Incorporation of Sub shall be the Articles of Incorporation of the Surviving Corporation except that the name of the Surviving Corporation shall be CoCa Mines Inc.
- 2.02. By-lows. The By-laws of Sub, as in effect inmediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation until duly amended in accordance with such By-laws and applicable law.
- 2.03. Officers and Directors. The directors of Sub Immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation, and the officers of the Company immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, in each case until their respective successors are duly appointed or elected or qualified.

ARTICLE III

- 3.01. Concersion of Stock. At the Effective Time:
- (a) Each share of Sub Common Stock that is issued and outstanding immediately prior to the Effective Time shall be converted without any action on the part of the holder thereof into one share of Common Stock, 8.01 par value, of the Surviving Corporation.
- (b) All sliares of Company Common Stock which are owned by Parent. Sub or any other directly or indirectly wholly owned subsidiary of Parent or held in the treasury of the Company or by any

directly or indirectly wholly award salisidiary of the Company immediately prior to the Effective Time shall be caucelled, without the payment of any consideration therefor.

(c) Each other share of Company Common Stock (other than those shares for which appraisal rights are perfected in accordance with the CCC) which is outstanding insuediately prior to the Effective Time shall be converted without any action on the part of the holder thereof into and be exchangeable for the number of shares of Parent Common Stock (rounded to the mearest thousandth of a share), including the Rights associated therewith, determined by multiplying each such share by the Exchange Ratio (the "Exchange Ratio"), which Exchange Ratio shall be determined by dividing 3,422,389 shares of Parent Common Stock (the "Base Shares") by the number of shares of Company Common Stock outstanding immediately prior to the Effective Time. The Exchange Ratio shall be adjusted by increasing or decreasing the number of Base Shares by the Adjustment Amount, which shall be determined in accordance with the following formula:

$$\frac{[A-B]}{[B]} \times .7 \times C = Adjustment Amount$$

If A exceeds B and thus the Adjustment Amount is a positive number, such Amount shall be added to the number of Base Shares to derive the Exchange Ratio: if B exceeds A and thus the Adjustment Amount is a negative number, the number of Base Shares shall be reduced by such Amount in order to derive the Exchange Ratio, procided, however, irrespective of the results of such calculation, the adjustment (whether an increase or decrease) to the Base Shares shall in no event exceed 176,119 shares of Parent Common Stock.

Where: A = Net Present Value for Grouse Creek, as conclusively determined pursuant to Section 3.14 of the Agreement in the Kilborn Study or by the Third Party Arbiter, as applicable

B = \$23,100,000

C = 3,422.389

The Net Present Value for Grouse Greek shall be determined pursuant to the Kilborn Study or by the Third Party Arbiter, as the case may be, pursuant to the terms and subject to the conditions set forth in the Agreement.

3.02. Exchange of and Payment for Company Common Stock.

- (a) Parent will use its reasonable best efforts to cause the exchange agent selected by Parent (the "Exchange Agent") to send to each holder of shares of Company Common Stock which shall have been converted into shares of Parent Common Stock in the Merger an appropriate letter of transmittal for purposes of surrendering such holder's certificates for such shares for exchange pursuant hereto.
- (b) As soon as practicable after the Effective Time and after surrender to the Exchange Agent of any certificate which prior to the Effective Time shall have represented any shares of Company Common Stock; subject to the provisions of paragraph (d) of this Section 3.02. Parent shall cause to be distributed to the person in whose name such certificate shall have been registered certificates registered in the name of such person representing the shares of Parent Common Stock into which any shares previously represented by the surrendered certificate shall have been converted at the Effective Time and a check payable to such person representing the payment of cash in lieu of fractional shares determined in accordance with paragraph (g) of this Section 3.02. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time shall have represented any shares of Company Common Stock shall be deemed at and after the Effective Time to represent only the right to receive upon such surrender the certificates and payment contemplated by the preceding sentence.
- (c) No dividends or other distributions declared after the Effective Time with respect to shares of Parent Common Stock and payable to the holders of record thereof after the Effective Time shall be

paid to the holder of any unsurrendered certificates representing shares of Company Common Stock with respect to which the shares of Parent Common Stock shall have been issued in the Merger until such certificates shall be surrendered as provided berein, but (i) upon such surrender there shall be paid to the person in whose name the certificates representing such shares of Parent Common Stock shall be issued the amount of dividends therefore paid with respect to such shares of Parent Common Stock as of any date subsequent to the Effective Time and the amount of any eash payable to such person in lieu of fractional shares pursuant to paragraph (g) of this Section 3.02 and (ii) at the appropriate payment date or as soon as practicable thereafter, there shall be paid to such person the amount of dividends with a record date after the Effective Time but prior to arrender and a payment date subsequent to surrender payable with respect to such shares of Parent Common Stock, subject in any ease to any applicable escheat laws and anchained property laws. No interest shall be payable with respect to the payment of such dividends or eash in lieu of fractional shares on surrender of unitstanding certificates.

- (d) If any each or certificate representing shares of Parent Common Stock is to be paid to or issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the payment or issuance thereof that the certificate su surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange shall pay to the Exchange Agent any transfer or other taxes required by reason of the resistance of a certificate representing shares of Parent Common Stock in any name other than that of the registered holder of the certificate surrendered, or otherwise required, or shall establish to the satisfaction of the Exchange Agent that such tax has been paid or is not payable.
- (c) Subject to the Surviving Corporation's obligation to pay previously declared dividends which remain unpaid, all rights to receive eash, if any, and shares of Parent Common Stock into which shares of Company Common Stock shall have been converted pursuant to this Article III shall be deemed to have been paid or issued, as the ease may be, in full satisfaction of all rights pertaining to such shares of Company Common Stock.
- (f) After the Effective Time, there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates representing such shares are presented to the Surviving Corporation, they shall be cancelled and exchanged for eash or certificates representing the shares of Parent Common Stock into which they were converted, or both, as provided in this Article III.
- (g) Notwithstanding any other provision of this Agreement of Merger, no certificates or serip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of certificates which prior to the Effective Time shall have represented any slares of Company Common Stock, no dividend or distribution of Parent shall relate to any fractional share and such fractional share interests will not entitle the owner thereof to vote or to any rights of a shareholder of Parent. In lieu of any fractional shares, there shall be paid to each holder of shares of Company Common Stock who otherwise would be entitled to receive a fractional share of Parent Common Stock an amount of eash (without interest) determined by multiplying such fraction by the closing price of a share of Parent Common Stock on the New York Stock Exchange Composite Tape on the last full trading day prior to the Effective Time.
- (b) Any shareholder of the Company shall have the right to dissent and obtain payment for his shares of Company Common Stock if such shareholder complies with the provisions set forth in CCC Sections 7-4-123 and 7-4-124.
- 3.03. Adjustments, If, between the date of this Apreement and the Effective Time, the outstanding shares of Parent Common Stock or Company Common Stock shall have been changed into a different number of shares or a different class by reason of any reclassification, recapitalization, split-up, combination, exchange of shares or readjustment, or a stock dividend thereon shall be declared with a record date within said period, then, in addition to any rights which Parent may have pursuant to the

Agreement, the number of shares of Parent Common Stock into which shares of Company Common Stock are to be converted shall be correspondingly adjusted.

ARTICLE IV

- 4.01. Counterparts. This Agreement of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.
- 4.02. Amendment. This Agreement of Merger may be amended, modified or supplemented by a written agreement of Parent, Sub and the Company, executed by their respective authorized officers, at any time prior to or following adoption and approval thereof by the shareholders of the Company to the full extent permitted by the CCC and the Agreement.
- 4.00. Termination. This Agreement of Merger shall terminate upon the termination of the Agreement.

IN WITNESS WHEREOF, Parent and each of the Constituent Corporations have caused this Agreement of Merger to be executed on their behalf by their officers hereunto duly authorized, all as of the date first above written.

HEULA	MINING COMPANY
Ву	/s/ Arthur Brown
	Arthur Brown
	President and Chief
	Executive Officer
CM ACC	UISITION COMPANY
By	Isl Arthur Brown
-	Arthur Brown
	President and Chief
	Executive Officer
CoCa Mi	NES INC.
Ву	/s/ Hugh J. Matheson
	Hugh J. Matheson
	President and Chief
	Executive Officer

CoCa Mines Inc. 910 Denver Center Building 1776 Lincoln Street Denver, Cularada 80203

April 3, 1991

Hecla Mining Company CM Acquisition Company 6500 Mineral Drive Box C-5000 Coeur d'Alene, Idaho 83814-1931

Attention: Mr. Arthur Brown, Chairman, President and Chief Executive Officer

Centlemen:

This letter amends (i) the February 13, 1991 Acquisition Agreement, as previously amended on March 11, 1991 and March 29, 1991 (the "Acquisition Agreement") among Heela Mining Company ("Parent"). CM Acquisition Company ("Sub") and CoCa Mines Inc. (the "Company") and (ii) the February 13, 1991 Agreement and Plan of Merger among Parent, Sub and Company (the "Agreement and Plan of Merger") in the following respects:

- 1. The first sentence of Section 3.01(c) of the Agreement and Plan of Merger shall be amended to read as follows:
 - (c) Each other share of Company Common Stock (other than those shares for which appraisal rights are perfected in accordance with the CCC) which is outstanding immediately prior to the Effective Time shall be converted without any action on the part of the holder thereof into and be exchangeable for the number of shares of Parent Common Stock (rounded to the nearest thousandth of a share), including the Rights associated therewith, determined by multiplying each such share by the Exchange Ratio (the "Exchange Ratio"), which Exchange Ratio shall be determined by dividing 3,083,957 shares of Parent Common Stock by the number of shares of Company Common Stock outstanding immediately prior to the Effective Time.

The remainder of Section 3.01(c) of the Agreement and Plan of Merger shall be deleted.

- 2. Parent and Sub hereby waive the conditions contained in Section 4.1(j) of the Acquisition
- 3. Notwithstanding the provisions of Section 2.2(1) of the Acquisition Agreement, Parent and Sub acknowledge and approve the delivery of revised opinions rendered to the Company in connection with the approval of the Company's Board of Directors of this Amendment,

This letter may be executed in counterparts by telecopy, each of which shall be deemed to constitute an original.

AI-35

In all other respects, the Acquisition Agreement and Agreement and Plan of Merger shall remain unamended and in full force and effect.

Very truly yours,

COCA MINES INC.

By: Isl. Hugh J. Matheson
Hugh J. Matheson,
President and
Clief Executive Officer

Agreed to this 3rd day of April, 1991.

HECLA MINING COMPANY

By: 1st William J. Grismer
William J. Grismer.
Sentor Vice President and
Secretary

CM ACQUISITION COMPANY

By: Isl William J. Grismer William J. Grismer, Vice President

ee: Edward D. Herlihy. Esq. Wachtell, Lipton, Rosen & Katz 299 Park Avenue New York, New York 10171

> Roger C. Cohen, Esq. Cohen Brame & Smith Professional Corporation 1700 Lincoln Street, Suite 1800 Denver, Colorado 80203

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submits the following statement for in the state of Colorado:	the purpose of changing	its registered office o	or its registered agent, or both.
First: The name of the corpora	tion, limited partnership CoCa MI nes	or limited liability con Inc. (COO)	npany is:
Second: The address of its RE	,	1675 Broadway	<i>!</i>
Denve	r, Colorado 80202		· · · · · · · · · · · · · · · · · · ·
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# SP89110941 CACTUS GOLD COMPANY INTO **ARTICLES OF MERGER**

Pursuant to the provisions of Sections 7-111-103, 7-111-104 and 7-111-105 of the Colorado Revised Statutes, COCA MINES, INC., a Colorado corporation in good standing (hereinafter referred to as "COCA"), hereby evidences the merger of its wholly-owned subsidiary, CACTUS GOLD COMPANY, a Colorado corporation in good standing (hereinafter referred to as "CACTUS"), into COCA as follows: - ;

**ARTICLE 1** 

The following plan of merger was duly adopted and approved by unanimous written consent of CACTUS' Board of Directors as of May 10, 1996, and by COCA'S Board of Directors as of May 10, 1996:

### PLAN OF MERGER

- The name of the subsidiary corporation is CACTUS GOLD COMPANY, a Colorado corporation, and the name of the owner of all of its outstanding capital stock is COCA MINES, INC., a Colorado corporation, which shall be the surviving corporation.
- There shall be no conversion of the shares of CACTUS into any other stock, since the sole shareholder, COCA, is the surviving corporation.

### ARTICLE II

This merger having satisfied the provisions of Section 7-111-103(7), shareholder approval of said transaction is not required.

### ARTICLE III

The capital stock of CACTUS consists of one class, and the number of outstanding shares owned by the surviving corporation, COCA, is as follows:

/	Total Shares	Shares Owned
<u>Class</u>	Outstanding	By COCA
Common	1,000	1,000

ARTICLES OF MERGER OF CACTUS INTO COCA

COMP. CH'D. TJP.

COMPUTER UPDATE COMPLETE

**COCA 000137** 

### **ARTICLE IV**

COCA, as sole shareholder of CACTUS, waived mailing of the Plan of Merger.

### ARTICLE V

The manner of the adoption of the plan of merger and the vote by which it was adopted constitute full legal compliance with the provisions of Sections 7-111-103, 7-111-104 and 7-111-105 of the Colorado Revised Statutes, and with the Articles of Incorporation and the Bylaws of the subsidiary corporation, CACTUS, and with the Articles of Incorporation and the Bylaws of the surviving corporation, COCA.

### ARTICLE VI

The Articles of Incorporation of the surviving corporation, COCA, remain unchanged by virtue of this merger.

### **ARTICLE VII**

The effective date of the merger is May 10, 1996, which date complies with Section 7-111-104 of the Colorado Revised Statutes.

IN WITNESS WHEREOP, the duly authorized officers of COCA have executed these Articles of Merger as of the 10th day of May, 1996.

COCA MINES, INC.

MICHAEL B. WHITE

Vice-President-General Counsel

ATTEST:

NATHANIEL K. ADAMS.

**Assistant Secretary** 

2. ARTICLES OF MERGER OF CACTUS INTO COCA

HERCER CANCELLATION OF OCHESTIC	CONSOLIDA LINITED PARTNERSKIP FOREIGN	TION DUE TO HERCER PROFIT	HONPROFIT

MERGER #961095658

CACTUS GOLD COMPANY (COLORADO CORP DP 891102414)

INTO

COCA MINES, INC. (COLORADO CORPORATION DP 871114116), THE SURVIVOR.

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COCA HINES INC. COMPORATION COMPANY (THE) 1675 BROADWAY DENVER CO 80202

Why

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COCA MINES INC. CORPORATION COMPANY (THE) 1675 BROADWAY DENVER CO 80202

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Jennifer Damm, 6500 M. Mineral Dr., Stc. 200, Coeur d'Alere, Icl. 83815—

If items 2 – 4 have not changed since your last report, check here [3]. Otherwise, complete 2 – 4.

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Optional: 5. Additional mailing address for entity:
Jamm @ heck - mining . Com

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Form 7.90.505.1 revised 10/2002

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Entity name:	COCA MINES INC.	•
Jurisdiction under the law of which the entity was formed or registered:	Colorado	· · · · · · · · · · · · · · · · · · ·

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		Box information)	
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(if different from above)	(Street name and num	ber or Post Office	Box information)	
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4. Registered agent name: (if an individual)				
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OR (if a business organization)	THE CORPORATION	COMPAN	IY	
5. The person identified above as registered	ed agent has consented to bei	ng so appoint	ed.	
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Coeur d'Alene	ID	83815	
(City)	(State)	(Postal/Zip Coo	le)
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3. Principal office mailing address:	6500 MINERAL DR		
(if different from above)	(Street name and num)	ber or Post Office Bo	x information)
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	(City)	(State)	(Postal/Zip Code)
7. Registered agent mailing address:			
(if different from above)	Street name and num	ber or Post Office Bo	n information)
	(City)	(State)	(Postal/Zip Code)
	(Province - if applicable)	(Country - if not	US)

### Disclaimer:

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奎-File**d** 

\$100.00

\$ 10.00

\$ 50.00

\$ 40.00

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If document is filed electronically

Late fee if entity is in noncompliant status

If document is filed on paper

If document is filed electronically

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and select Business Center.

Paper documents must be typewritten or machine printed.

Colorado Secretary of State

Date and Time: 03/07/2008 03:05 PM

Id Number: 19871114116

Document number: 20081131976

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**Annual Report** 

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number:	19871114116	·	
Entity name:	COCA MINES INC.		
Jurisdiction under the law of which the entity was formed or registered:	Colorado		

You must complete line 1.

### Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

 Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Jimmerson	Trish	•	
(Last) 6500 N. Mineral Dr.		(Middle)	(Suffix)
Suite 200 (Street name an	d number or Post	Office Box information)	<del></del>
Coeur d'Alene	DI	83815	
(City)	(State	) (Postal/Zip Cod	(e)
(Province - if applicable)	(Country -	if not US)	-

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box and include an attachment stating the name and address of such individuals.)

REPORT

Page 1 of 2

Rev. 01/01/2008

Mark the box if information requeste OR complete Questions 2 through 7.	d below is current in the rec	ords of the Sec	retary of State	
2. Principal office street address:	1776 S LINCOLN ST	#910		
2, 1, 1, 110, 110, 110, 110, 110, 110, 1	(Street name and number)			
	DENVER	CO	80203	
	(City)	United Sta	ates (Pastal/Zip Code)	
	(Province if applicable)	(Country - if ru	ot US)	
3. Principal office mailing address:	6500 MINERAL DR			
(if different from above)	(Street name and man	ber or Post Office L	Box information)	
	COEUR D ALENE	ID	83815-8788	
	(City)	United Sta	ates (Postal/Zip Code)	
	(Province - if applicable)	(Country - if no	N US)	
4 Th . 14			_	
4. Registered agent name: (if an individual)	(Last)	(First)	(Middle) (Suffix)	
OR (if a business organization)	THE CORPORATION	OMPAN	Υ	
5. The person identified above as registere	ed agent has consented to be	ing so appointe	ed.	
6. Registered agent street address:	1675 Broadway Ste 1	200		
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	Denver	CO	80202	
•	(City)	(State)	(Postal/Zip Code)	
7. Registered agent mailing address: (if different from above)	Street name and num	ber or Post Office L	Bax information)	
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documents, visit www.sos.state.co.us

Paper documents must be typewritten or machine printed.

and select Business Center.

Colorado Secretary of State

Date and Time: 02/09/2009 03:40 PM

ID Number: 19871114116

Document number: 20091086319

Amount Paid: \$10.00

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**Annual Report** 

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

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COCA MINES INC.		
Colorado		
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DENVER	CO	80203
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THE CORPORATION	COMPA	NY .
	COCA MINES INC.  Colorado  1776 S LINCOLN ST  (Street in  DENVER  (City)  (Province – if applicable)  6500 MINERAL DR  (Street name and manb  COEUR D ALENE  (City)  (Province – if applicable)	COCA MINES INC.  Colorado  1776 S LINCOLN ST #910  (Street name and number (Country)  (Province - if applicable)  (Street name and number or Post Office (City)  (City)  (Street name and number or Post Office (City)  (City)  (Country)  (Country)  (Last)  (Last)  (First)

The person identified above as registered agent has consented to being so appointed.

5. Registered agent street address:	(So	eet name and number	)	
	Denver	ĊO	80202	
	(City)	(State)	(Postal/Zip Code	)
6. Registered agent mailing address: (if different from above)	(Street name and t	number or Post Office	Box information)	
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	(Province – if applicable)	(Country - if n	tot US)	
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Colorado Secretary of State

Date and Time: 03/03/2010 03:05 PM

ID Number: 19871114116

Document number: 20101132660

Amount Paid: \$10.00

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**Annual Report** 

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number:	19871114116			
Entity name:	COCA MINES INC.	···		
Jurisdiction under the law of which the entity was formed or registered:	Colorado	- <del></del>		
1. Principal office street address:	1776 S LINCOLN ST	#910		
	(Street to	ane unu pamo		
	DENVER	CO	80203	
	(City)	(State) United	(Postal/Zip Code	<del>,                                    </del>
	(Province - if applicable)	(Country-	-if not US)	
2. Principal office mailing address:	6500 MINERAL DR		·	
(if different from above)	SUITE 200	er or Post Offic	e Box information)	
	COEUR D ALENE	· ID	83815	
	(City)	(State) United	(Postal/Zip Code	)
	(Province – if applicable)	(Country	- if not US)	
3. Registered agent name: (if an individual)				
	(Last)	(First)	(Middle)	(Suffix)
OR (if a business organization)	THE CORPORATION	COMPAI	NY	
				<del></del>

4. The person identified above as registered agent has consented to being so appointed.

5. Registered agent street address:	1675 Broadway Ste 1200			
	· (Stre	et name and number		
	Denver	CO	80202	
	(City)	(State)	(Postal/Zip Code)	
6. Registered agent mailing address:	·			
(if different from above)	(Street name and no	umber or Post Office	Box information)	
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	(Last) 6500 N. Mineral Dr.	(First)	(Middle) (Suffix)	
	Suite 200	i number or Post Offi	ce Box information)	
	Coeur d'Alene	10 0	3815	
	(City)	ID 8	(Postal/Zip Code)	
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(The document need not state the true name and	(Province if applicable) I address of more than one individu	(Country - if n	•	
of any additional individuals causing the docu name and address of such individuals.)	nent to be delivered for filing, mark	this box and in	clude an attachment stating the	
Disclaimer:	•			
This form, and any related instructions, an	re not intended to movide le	anal hissinass o	tax advice and an	
offered as a public service without representation of the requirements as of its revision date, time to time, remains the responsibility of attorney.	entation or warranty. While compliance with applicable	e this form is be law, as the sam	lieved to satisfy minimum ne may be amended from	

REPORT

### UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

### OF

### COCA MINES, INC.

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 11 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on May 13, 2010.

WHEREAS, the directors and officers of this corporation, in the conduct of its business during the past year, have accepted resignations from members of the board and officers of the Company, have appointed new directors and officers to fill those vacancies, spent large sums of money, made contracts, bought and sold property, and performed numerous other acts;

RESOLVED, that the following persons are hereby appointed as officers of the Company, to hold office for the ensuing year or until their successors are appointed:

President & Treasurer Vice President

Alan MacPhee Michael L. Clary

Secretary

Tami D. Hansen

FURTHER RESOLVED, that the financial statements of the Company for the last completed financial year of the Company be approved;

FURTHER RESOLVED, that the appointment of an auditor be waived for the ensuing year;

FURTHER RESOLVED, that the actions of the directors and officers of the Company so taken in all of the above matters be, and in all respects are, approved, ratified, and confirmed as of the respective dates such actions were taken.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of May 13, 2010.

Alan MacPhee

### Coca Mines, Inc. Balance Sheet December 31, 2009

Cash and equivalents	\$ 2,615
Accounts receivable - non-trade	2,770
Other current assets	262
Total assets	\$ 5,647
LIABILITIES	
Accrued reclamation and closure costs	\$ 5,000
Total liabilities	5,000
EQUITY	•
Common stock	128,087
Capital surplus	11,505,783
Accumulated deficit	(11,420,451)
Current year loss	(26,618)
Treasury stock	(186,154)
Total equity	647
Total liabilities and equity	\$ 5,647

# Coca Mines, Inc. Income Statement For the year ended December 31, 2009

Other operating expense	\$ 1,539
Provision for closed operations and environmental matters	(28,157)
Net loss	\$ (26,618)

## UNANIMOUS CONSENT OF SHAREHOLDER IN LIEU OF ANNUAL SHAREHOLDERS MEETING

OF

### COCA MINES, INC.

Hecla Limited, being the sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby authorize the following action be taken without a meeting of the shareholders:

RESOLVED, that the following persons be elected as Directors of CoCa Mines, Inc., to hold office under the By-Laws of the Company for the ensuing year or until their respective successors shall have been duly elected and qualified:

Alan MacPhee James A. Sabala Michael L. Clary

IN WITNESS WHEREOF, Hecla Limited has approved and executed this Unanimous Consent of Shareholder in Lieu of Annual Shareholders Meeting as of May 13, 2010.

HECLA LIMITED

James A. Sabala

Vice President & Treasurer

Shares Held: 1,000

### WAIVER OF NOTICE OF SHAREHOLDERS' MEETING

**OF** 

### COCA MINES, INC.

Hecla Limited, the undersigned sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby waive notice of a regular meeting of the shareholders of the corporation to be held on May 13, 2010, at 1:00 p.m., at 6500 N. Mineral Drive, Suite 200, Coeur d'Alene, Idaho 83815, for the purpose of the election of the Board of Directors of CoCa Mines, Inc.

This waiver of notice of meeting shall be filed with the corporate records and made a part of the minutes of the meeting.

Dated this 22nd day of April 2010.

**HECLA LIMITED** 

James A. Sabala

Vice President & Treasurer

Shares Held: 1,000

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE

### **BOARD OF DIRECTORS**

OF

## **COCA MINES, INC.**

The undersigned, being all of the remaining members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 2 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on March 31, 2010.

WHEREAS, Ronald W. Clayton tendered his letter of resignation to the Company as President and as a member of the Board of Directors effective March 31, 2010;

WHEREAS, James A. Sabala tendered his letter of resignation to the Company as Vice President and Treasurer effective March 31, 2010;

NOW THEREFORE BE IT RESOLVED, that the Company accepts the resignation of Ronald W. Clayton as President and as a member of the Board of Directors effective as of March 31, 2010;

FURTHER RESOLVED, that the Company accepts the resignation of James A. Sabala as Vice President and Treasurer effective March 31, 2010; and

FURTHER RESOLVED, that the Board of Directors hereby elects Alan MacPhee as President and Treasurer, and as a member of the Board of Directors, to serve at the pleasure of the Board of Directors until his successor is duly elected and qualified and to have the powers and duties described in the Bylaws of the Company and as may be delegated from time to time by the Board of Directors.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of March 31, 2010.

lames A. Sabala

Michael L. Clary

Being all the remaining Directors

# **COCA MINES INC.**

6500 N. Mineral Drive, Suite 200 Coeur d'Alene, Idaho 83815

March 15, 2010

Board of Directors CoCa Mines Inc. 6500 N. Mineral Drive, Suite 200 Coeur d'Alene, ID 83815-9408

Dear Sirs:

I respectfully submit my resignation, effective March 31, 2010, as Vice President and Treasurer of CoCa Mines Inc.

Sincerely,

James A. Sabala

:jas

# **COCA MINES INC.**

6500 N. Mineral Drive, Suite 200 Coeur d'Alene, Idaho 83815

March 15, 2010

Board of Directors CoCa Mines Inc. 6500 N. Mineral Drive, Suite 200 Coeur d'Alene, ID 83815-9408

Dear Sirs:

I respectfully submit my resignation, effective March 31, 2010, as President and as a member of the Board of Directors of CoCa Mines Inc..

Sincerely,

Ronald W. Clayton

:rwc

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

### OF

## COCA MINES, INC.

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 11 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on May 15, 2009.

WHEREAS, the directors and officers of this corporation, in the conduct of its business during the past year, have accepted resignations from members of the board and officers of the Company, have appointed new directors and officers to fill those vacancies, spent large sums of money, made contracts, bought and sold property, and performed numerous other acts;

RESOLVED, that the following persons are hereby appointed as officers of the Company, to hold office for the ensuing year or until their successors are appointed:

President Ronald W. Clayton
Vice President Michael L. Clary
Vice President & Treasurer
Secretary James A. Sabala
Tami D. Hansen

FURTHER RESOLVED, that the financial statements of the Company for the last completed financial year of the Company be approved;

FURTHER RESOLVED, that the appointment of an auditor be waived for the ensuing year;

FURTHER RESOLVED, that the actions of the directors and officers of the Company so taken in all of the above matters be, and in all respects are, approved, ratified, and confirmed as of the respective dates such actions were taken.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of May 15, 2009.

Ronald W. Clayton

ames A. Sabala

Michael L. Clary

# Coca Mines, Inc. Balance Sheet December 31, 2008

ASSETS	
Cash and equivalents	\$ 3,358
Accounts receivable - non-trade	2,770
Other current assets	262
Inter-company receivables	19,238,534
Total assets	\$ 19,244,924
LIABILITIES	
Accrued reclamation and closure costs	\$ 5,000
Total liabilities	 5,000
FOLITY	
EQUITY	4444
Common stock	128,087
Capital surplus	30,718,442
Accumulated deficit	(11,378,659)
Current year loss	(41,792)
Treasury stock	(186,154)
Total equity	 19,239,924
Total liabilities and equity	\$ 19,244,924

# Coca Mines, Inc. Income Statement For the year ended December 31, 2008

Other operating expense	\$ (4,082)
Provision for closed operations and environmental matters	 (37,710)
Net loss	\$ (41,792)

# WAIVER OF NOTICE OF SHAREHOLDERS' MEETING

**OF** 

# COCA MINES, INC.

Hecla Limited, the undersigned sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby waive notice of a regular meeting of the shareholders of the corporation to be held on May 15, 2009, at 1:00 p.m., at 6500 N. Mineral Drive, Suite 200, Coeur d'Alene, Idaho 83815, for the purpose of the election of the Board of Directors of CoCa Mines, Inc.

This waiver of notice of meeting shall be filed with the corporate records and made a part of the minutes of the meeting.

Dated this 24th day of April 2009.

**HECLA LIMITED** 

Ronald W. Clayton

President

# UNANIMOUS CONSENT OF SHAREHOLDER IN LIEU OF ANNUAL SHAREHOLDERS MEETING

OF

# COCA MINES, INC.

Hecla Limited, being the sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby authorize the following action be taken without a meeting of the shareholders:

RESOLVED, that the following persons be elected as Directors of CoCa Mines, Inc., to hold office under the By-Laws of the Company for the ensuing year or until their respective successors shall have been duly elected and qualified:

Ronald W. Clayton James A. Sabala Michael L. Clary

IN WITNESS WHEREOF, Hecla Limited has approved and executed this Unanimous Consent of Shareholder in Lieu of Annual Shareholders Meeting as of May 15, 2009.

HECLA LIMITED

Ronald W. Clayton

President

# WRITTEN CONSENT OF THE BOARD OF DIRECTORS

OF

## **COCA MINES, INC.**

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), hereby adopt the following preambles and resolutions, pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 2 of the Company's Bylaws.

WHEREAS, Hecla Mining Company, a Delaware corporation (the "Borrower") will enter into a Third Amendment to Amended and Restated Credit Agreement (the "Third Amendment), substantially in the form presented to the Board, with The Bank of Nova Scotia, as administrative agent ("Agent"), and the various financial institutions and other persons from time to time parties thereto (the "Lenders") pursuant to which the Lenders agree to amend certain provisions of the Existing Credit Agreement; and

WHEREAS, in order to induce the Lenders to enter into the Third Amendment, the Lenders have required as a condition precedent to providing the Credit Extension that the Company enter into (i) the Second Amended and Restated Security Agreement; (ii) the Second Amended and Restated Pledge Agreement; and (iii) the Supplement to Subsidiary Guaranty, between the Company and Agent ("Subsidiary Loan Documents); and

WHEREAS, the Company will be solvent immediately prior to entering into the transactions contemplated by the Subsidiary Loan Documents; and

WHEREAS, the directors believe it to be in the best interest of the Company to enter into the Subsidiary Loan Documents; and

NOW THEREFORE, BE IT RESOLVED that the Company's entering into the Subsidiary Loan Documents in substantially the forms attached hereto as Exhibit A, is hereby authorized and approved in all respects; and

FURTHER RESOLVED that the President, any Vice President, Secretary or Assistant Secretary of the Company are each hereby authorized on behalf of and in the name of the Company, to negotiate or otherwise cause such additions, modifications, amendments or deletions to be made to the Subsidiary Loan Documents as such officer may approve, and the execution or acknowledgment and delivery thereof shall be deemed

conclusive evidence of the approval of any such addition, modification, amendment or deletion; and

FURTHER RESOLVED that the President, any Vice President, Secretary or Assistant Secretary of the Company are each hereby authorized and empowered, in the name and on behalf of the Company, at any time and from time to time, to execute and deliver or cause to be executed and delivered all and related agreements. certificates. applications, notices, letters or other documents and to do or cause to be done any and all things as, in the opinion of the officers, may be necessary, appropriate or desirable in order to permit the Company to fully and promptly carry out the purposes and intent of the foregoing resolutions and any such action or any agreement, amendment or certificate, report, application, notice, letter or other document executed and delivered by them in connection with any such action shall be conclusive evidence of their authority to take. execute and deliver the same: and

FURTHER RESOLVED that all acts and things previously done and performed or caused to be done and performed by any officer of the Company, in the name and on behalf of the Company prior to the date of these resolutions in connection with the actions contemplated by the foregoing resolutions be, and hereby are, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, this Written Consent is executed and delivered to be effective as of December 29, 2008. Facsimile copies of originally executed signature pages shall serve for all purposes as originally executed signature pages.

Ronald W. Clayton

lames S. Sabala

## UNANIMOUS CONSENT IN LIEU OF MEETING OF THE

### **BOARD OF DIRECTORS**

OF

## COCA MINES, INC.

The undersigned, being all of the remaining members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 2 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on October 3, 2008.

WHEREAS, Philip C. Wolf tendered his letter of resignation to the Company as Vice President and as a member of the Board of Directors effective October 3, 2008;

NOW THEREFORE BE IT RESOLVED, that the Company accepts the resignation of Philip C. Wolf as Vice President and as a member of the Board of Directors effective as of October 3, 2008;

FURTHER RESOLVED, that the Board of Directors hereby elects Michael L. Clary as Vice President and as a member of the Board of Directors, to serve at the pleasure of the Board of Directors until his successor is duly elected and qualified and to have the powers and duties described in the Bylaws of the Company and as may be delegated from time to time by the Board of Directors.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of October 3, 2008.

Ronald W. Clayton

James A. Sabala

Being all the remaining Directors

PHILIP C. WOLF 1821 E. Chalet Court Hayden, Idaho 83835

October 3, 2008

Mr. Phillips S. Baker, Jr.
President and CEO
Hecla Mining Company
6500 N. Mineral Dr., Suite 300
Coeur d'Alene, ID 83815-9408

RE: Resignation

Dear Phil:

I hereby tender my resignation from the offices and positions listed in the attachment to this letter (Exhibit "A"), effective immediately.

Very truly yours,

# **EXHIBIT A**

**Hecla Limited** 

Hecla Silver Valley, Inc.

Rio Grande Silver, Inc.

Hecla Admiralty Company

Hecla Greens Creek Mining Company

Hecla Juneau Mining Company

Hecla Merger Company

CoCa Mines Inc.

Creede Resources, Inc.

MWCA, Inc.

Nevada Mine Properties, Inc.

Burke Trading, Inc.

Vice President and Director

Vice President and Director

Vice President and Director

Vice President and Director

Vice President, Secretary and Director

Vice President, Secretary and Director

Vice President and Director

Vice President and Director

Vice President and Director

President and Director

Vice President and Director

Vice President and Director

Greens Creek Joint Venture – Management Committee (representing Hecla Greens Creek Mining Company)

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

**OF** 

# COCA MINES, INC.

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 11 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on May 19, 2008.

WHEREAS, the directors and officers of this corporation, in the conduct of its business during the past year, have accepted resignations from members of the board and officers of the Company, have appointed new directors and officers to fill those vacancies, spent large sums of money, made contracts, bought and sold property, and performed numerous other acts;

RESOLVED, that the following persons are hereby appointed as officers of the Company, to hold office for the ensuing year or until their successors are appointed:

President Ronald W. Clayton
Vice President Philip C. Wolf
Vice President & Treasurer James A. Sabala

Secretary Tami D. Hansen

FURTHER RESOLVED, that the financial statements of the Company for the last completed financial year of the Company be approved;

FURTHER RESOLVED, that the appointment of an auditor be waived for the ensuing year;

FURTHER RESOLVED, that the actions of the directors and officers of the Company so taken in all of the above matters be, and in all respects are, approved, ratified, and confirmed as of the respective dates such actions were taken.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of May 19, 2008.

Ronald W. Clayton J

Philip C. Wolf



May 9, 2008

Mr. Phillips S. Baker, Jr. President and CEO Hecla Mining Company 6500 N. Mineral Dr., Suite 300 Coeur d'Alene, ID 83815-9408

RE: Resignation

Dear Phil:

I hereby tender my resignation from the offices and positions listed in the attachment to this letter (Exhibit "A"), effective May 15, 2008.

Very truly yours,

Lewis E. Walde

Vice President and CFO

c: Philip C. Wolf Tami D. Hansen

# WAIVER OF NOTICE OF SHAREHOLDERS' MEETING

# **OF**

# COCA MINES, INC.

Hecla Limited, the undersigned sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby waive notice of a regular meeting of the shareholders of the corporation to be held on May 19, 2008, at 1:00 p.m., at 6500 N. Mineral Drive, Suite 200, Coeur d'Alene, Idaho 83815, for the purpose of the election of the Board of Directors of CoCa Mines, Inc.

This waiver of notice of meeting shall be filed with the corporate records and made a part of the minutes of the meeting.

Dated this 2nd day of May 2008.

**HECLA LIMITED** 

Philip C. Wolf Vice President

# UNANIMOUS CONSENT OF SHAREHOLDER IN LIEU OF ANNUAL SHAREHOLDERS MEETING

**OF** 

# COCA MINES, INC.

Hecla Limited, being the sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby authorize the following action be taken without a meeting of the shareholders:

RESOLVED, that the following persons be elected as Directors of CoCa Mines, Inc., to hold office under the By-Laws of the Company for the ensuing year or until their respective successors shall have been duly elected and qualified:

Ronald W. Clayton James A. Sabala Philip C. Wolf

IN WITNESS WHEREOF, Hecla Limited has approved and executed this Unanimous Consent of Shareholder in Lieu of Annual Shareholders Meeting as of May 19, 2008.

**HECLA LIMITED** 

Philip C. Wolf Vice President

•											•				COTOWNY REPORTEN
		*						J/E #1	J/E #2	J/E #3	J/E #4	J/E #5 ELIM	J/E #8	J/E #8	_
CA CONSOLIDATION									ELIM	ELIM	ELIM	INTRACO		WRITE OFF CACTUS 75%	4/8/08 1:40 P
mber 31, 2007							TOTAL	ELIM	INTRACO	INTRACO	INTRÁCO	CAPITAL		HISTORICAL	WG 1.40 F
,		HARD			CACTUS	COCA	BEFORE		CAPITAL	CAPITAL		COCAMBPL	MINORITY		
	CACTUS	SCRABBLE	MBPL	CREEDE		CORPORATE	ELIMIN		COCA/GROUSE				INTEREST		FINA
ent assets:															
h and cash equivalents	\$500	Ď	0	288		1,789	2,675	0							2,57
eral air	408,895		. 0			(408,135)	2,760								2,76
ACCMPANY - HARDSCRABBLE						(54,149)	(54,149)	54,149							
ACOMPANY - MBPL						1,498,781	1,498,761	(1,498,781)							
ACOMPANY - CREEDE ACOMPANY - CACTUS CORP						(730,374)	(730,374)	730,374							
stments	0		1,337,721			(1,000)	(1,000) 1,337,721	1,000			(1,337,721)				
or custent assets	. 8		1,007,721			282	282				(1,337,721)				26
otal current assets	409,395	٥	1,337,721	286	Ó	309,154	2,058,556	(713,238)	0	0	(1,337,721)	0	0		5,58
tments	٥		.,		-	2,000	2,000	(, ,,	(2,000)	•	/ .loo, ; ,	•	•		0,00
ST ÎN MBPL						10,394,332	10,394,332		(41-44)			(10,394,332)			
R LTD SHARE						(170,578)	(170,578)			,		170,578			
ST IN HARD GP						538,818	538,818			(538,816)					
ST IN HARD LP						(16,674)	(10,674)	•		18,674					
ST IN MUDGE	_	_	_	_		8,346	8,346			(8,346)					
orties, plants and equipment	0	o o	. 0	0		0	0					0	0		
mulated DD&A roncurrent assets	0	0	. 0	0		0	0								
-				<u> </u>			0								
TAL ASSETS	409,395	0	1,337,721	286	. 0	11,083,398	12,810,798	(713,238)	(2,000)	(528,488)	(1,337,721)	(10,223,754)	Ô	Q	5,59
LITIES and															
REHOLDERS' EQUITY											_				
nt liabilities:															
ounts payable & abcrued expenses	191,287					18	191,308	(176,093)						(15,194)	51
TO HECLA	ď	4,332		(693,091)			(688,759)	688,759				_	0		
TO COCA tal current liabililies	191,287		(917,840)		(1,000)		(918,640)	918,640			<del></del>	0	·		
		4,332	(917,840)	(893,091)	(1,000)	19	(1,416,093)	1,431,308	0	0	0	0	0	(15,194)	1
term debt	. 0						.0								
ed Rectamation	(355,175)		380,175				5,000								5,00
OTAL LIABILITIES	(183,888)	4,332	(557,465)	(693,091)	(1,000)	19	(1,411,093)	1,431,806	0	0	0	.0	0	(15,194)	5,01
sholders' equity															
L Capital	845,912					_	845,912				(845,912)				
mon stock .	•			1,000	1,000	128,089	130,089		(2,000)				(2)	1	126,08
ital surplus tined earnings prior year	(65,405)	75,839	0 1,801,837	/800 404V		30,718,442 (11,466,616)	30,718,442	<b>***</b>	0	/40°0 4000	<b>***</b>	440 400	0		30,718,44
ined earlings pror year ined earlings current year	(7,224)	70,038	1,60,1,60/	(588,131)		(6,843)	(14,087)	(20,424)		(460,123)	(701,891)	115,433	(70,105)	15,194	(11,364,59
aury stock	(/ (===7/	•	v			(186,154)	(186;154)				v	U	.0	v	(14,06 (188,15
TRIBUTIONS COCA GP		57,539	5,112,333			(100,104)	5,169,872			(57,539)		(5,112,333)			(100,13
RIBUTIONS CAREY LP			58,949				59,949			(0.,000)		(o) minor)	(59,949)	•	
TRIBUTIONS COCA LP			58,849				59,949					(59,848)	(diploye)		
RIBUTIONS CAREY LP			(584,398)				(564,396)					(,- ,-,	564,398		(
RIBUTIONS COOA LP			(584,398)				(564,398)					517,384	47,012		
lings coca gp			6,197,540				5,197,540					(5, 197,540)			
INGS CAREY LP			499,943				499,943						(498,943)		•
rings other LP Tal Coca		MA 00 0	499,943				499,943					(499,943)			!
TAL COGA TAL COGA LP		(29,094) 31,064	•				(29,094)			29,094					
TAL OTHER LP		(142,468)					31,084 (142,488)			(31,064)		•	449.469		
COMPANY	٥		(10,207,816)	1.280 50B		/B 123 343\	(142,466) (17,047,584)	Ø 124 12M	^	(8,856)	10.082	13,194	142,468 (123,875)		(19,281,13
EQUITY	573,283	(4,332)	1,895,186	693,377	1,000	11.083.377	14,221,891		(2,000)	(528,488)	(1,337,721)	(10.223.754)	(123,879) D	15,194	(19,281,13 57
abilities and shareholders' equity	409,395	0	1,337,721	288	1,000	11,083,398	12,810,788	(713.238)							
									(2,000)	(528,488)		(10,223,754)	0	<u> </u>	8,697
	Ò	(0)	0	0	. 0	0	0	0	0	0	0	0	. 0	0	
-															
TE AND EXPENSES						_	-					•			
						0	0								
l meame							0							_	
t mems			. 0												
t income t expense expense	0		. 0			(8,843)	(6,843)							0	(5,84
IE AND EXPENSES  It means expense expense ance for A/R from Dakota	ō		0		,	• • •	0							. 0	
t moorne t sopsnae expersae mos for A/R from Dakoba sperty expenses	(7,224)		Ö		, ,	(8,843) O	(6,843) 0 (7,224)								(6,84) (7,22)
imeeme expense expense nce for AR from Dakota	ō		. •		, ·	• • •	0	·			·	· · · · · · · · · · · · · · · · · · ·			

Mr. Phillips S. Baker, Jr. May 9, 2008 Page 2

Nevada Mine Properties, Inc.

## **EXHIBIT "A"**

Company Name	Office Held
Hecla Limited	Vice President and Treasurer
Hecla Silver Valley, Inc.	Vice President and Treasurer
Rio Grande Silver, Inc.	Vice President and Treasurer
Hecla Admiralty Company	Vice President and Treasurer
Hecla Greens Creek Mining Company	Vice President and Treasurer
Hecla Juneau Mining Company	Vice President and Treasurer
Hecla Merger Company	Vice President and Treasurer
Hecla Charitable Foundation	Director
Hecla Canada Ltd.	Vice President, Treasurer & Director
CoCa Mines, Inc.	Vice President, Treasurer & Director
Creede Resources, Inc.	Vice President, Treasurer & Director
El Callao Gold Mining Company	Vice President, Treasurer & Director
Calumet Mining Company	Vice President, Treasurer & Director
Hecla Alaska LLC	Manager
Golden Financial Corporation	Vice President, Treasurer & Director
Hecla International Mining, Inc.	Treasurer and Director
MWCA, Inc.	President and Director

Vice President, Treasurer & Director

Mr. Phillips S. Baker, Jr. May 9, 2008 Page 3

Burke Trading, Inc.

Vice President, Treasurer & Director

El Callao Gold Mining de Venezuela, S.C.

Director

**Fundacion Proyecto Social Hecla** 

Director

Equinox Resources (Canada) Inc.

Vice President and Treasurer

Hecla Mining Company of Canada Ltd.

Vice President and Treasurer

Minera Hecla, S.A. de C.V.

Vice President and Treasurer

Minera Hecla del Peru S.A.

Vice President, Treasurer & Director

Minera Hecla Venezolana, C.A.

Director

Servicios Hecla, S.A. de C.V.

Director

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

#### OF

## COCA MINES, INC.

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 11 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on April 27, 2007.

WHEREAS, the directors and officers of this corporation, in the conduct of its business during the past year, have accepted resignations from members of the board and officers of the Company, have appointed new directors and officers to fill those vacancies, spent large sums of money, made contracts, bought and sold property, and performed numerous other acts;

WHEREAS, the Board of Directors has determined it to be in the best interest of the Company to establish a banking relationship with Idaho Independent Bank ("Bank");

NOW THEREFORE BE IT RESOLVED that the Company execute and deliver to said Bank a duly signed original of the completed resolution as is annexed thereto, and that the authority to transact business, including but not limited to the maintenance of savings, checking and other accounts as well as borrowing by the Company, shall be as contained in said resolution with the named officers and authorized signers therein authorized to so act on behalf of the Company as specified hereto, and the Secretary shall be authorized to certify that the annexed resolution was passed by this Board; and

FURTHER RESOLVED that the Secretary of the Company be, and hereby is authorized to certify to the Bank the names of the present officers of the Company and other persons authorized to sign for it and the offices respectively held by them, together with specimens of their signatures.

RESOLVED, that the following persons are hereby appointed as officers of the Company, to hold office for the ensuing year or until their successors are appointed:

President
Vice President

Ronald W. Clayton Philip C. Wolf

Vice President & Treasurer

Lewis E. Walde

Secretary

Tami D. Hansen

FURTHER RESOLVED, that the financial statements of the Company for the last completed financial year of the Company be approved;

FURTHER RESOLVED, that the appointment of an auditor be waived for the ensuing year;

FURTHER RESOLVED, that the actions of the directors and officers of the Company so taken in all of the above matters be, and in all respects are, approved, ratified, and confirmed as of the respective dates such actions were taken.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of April 27, 2007.

Ronald W. Clayton

Lewis E. Walde

Philip C. Wolf

Account Number: 200050227

# RESOLUTION CORPORATION

# Idaho Independent Bank

8882 N Government Way Hayden, ID 83835

#### **BUSINESS ENTITY NAME AND ADDRESS**

COCA MINES INC N 6500 MINERAL DR STE 200 COEUR D ALENE, ID 83815

#### Initial Resolution.

DATE OF RESOLUTION	ACCOUNT NUMBER	
April 11, 2007	Checking #200050227	

By signing below, I certify to IIB HAYDEN LAKE ("Financial Institution") that: I am the SECRETARY of the above named for profit Corporation ("Corporation"), validly organized and operating under the laws of the State of Idaho and filed at the SECRETARY OF STATE on February 27, 1987; the following is a true and complete copy of the Resolution, properly adopted at a duly called meeting held on April 11, 2007 by a quorum of the Corporation's Board of Directors in accordance with the By-Laws of the Corporation, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the By-Laws of the Corporation, if any; the Financial Institution has been provided a true and complete copy of the Articles or Certificate of Incorporation and the By-Laws of the Corporation, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

#### IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution. Each power has a designated Authority Code that indicates the powers available to each Authorized Signer.

DEPOSITORY ACCOUNT. [Authority Code- D1] Open and maintain the depository account(s) indicated above in the name of the Corporation, subject to any terms and conditions governing the account(s), including:

- 1. Make deposits to the Corporation account;
- Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Corporation, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing;
- 3. Make withdrawals from the Corporation account in any manner permitted by the account;
- 4. Transfer funds from the Corporation account in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Corporation;
- Transfer funds to the Corporation account in Financial Institution from any account whether or not held at Financial Institution and whether or not held by this Corporation;
- Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft or order for the payment of money whether drawn by the Corporation or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money; and
- Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any
  negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable
  instrument, check, draft, or order for the payment of money.

Number of signers required: I

## IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Corporation for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Corporation for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Corporation by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Corporation any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Corporation.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Corporation.

WARRANTY. That the Pinancial Institution may rely upon the certification as to the Corporation authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Corporation shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, commate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Corporation, its legal representatives, heirs, successors and assigns.

### **DESIGNATION OF AUTHORIZED SIGNERS**

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
WEIYING ZHU AUTHORIZED SIGNER	x, myden	DI
GLENN A MACPHEE AUTHORIZED SIGNER	× Alleha	DI
TAMI D HANSEN SECRETARY	x Sanoysman	DI
LEWIS E WALDE VP AND TREASURER	x 19 Wal	DI
RONALD W CLAYTON PRESIDENT	Logold W Clasto	_ DI
PHILIP C WOLF VICE PRESIDENT	× (MUO)	Di

Account Number: 200050227

CERTIFICATION. I certify that the foregoing are the names, titles, and genuine signatures of the authorized signers of the Corporation authorized by the Resolution.

IN WITNESS WHEREOF, I have subscribed my name on the date shown below.

TAMI D HANSEN

Date

SECRETARY



# Coca Balance Sheet December 31, 2006

Cash and cash equivalent Accounts receivable Intracompany - Hardscrabble Intracompany - MBPL Intracompany - Creede Intracompany - Cactus Other current assets Total current assets	2,861 (406,135) (54,149) 1,498,761 (730,374) (1,000) 262 310,226
Investment	2,000
Invest in MBPL	10,394,332
Distribution LTD share	(170,578)
Invest in Hard GP	536,816
Invest in Hard LP	(16,674)
Invest in Mudge	8,346
Properties, plants and equipment Accumulation DD&A Net Properties, plants and equipment	565,069 (565,069)
Total Assets	11,064,468
Shareholders' equity	
Accounts Payable	19
Common stock	128,089
Capital surplus	30,718,442
Retained earnings	(11,452,490)
Loss	(14,326)
Treasury stock	(186,154)
Intracompany	(8,129,112)
Total liabilities and shareholders' equity	11,064,468

# Coca Income Statement Year to Date December 31, 2006

Misc. expense		(715)
Idle property expense		(13,610)
Total loss		(14,326)

# UNANIMOUS CONSENT OF SHAREHOLDER IN LIEU OF ANNUAL SHAREHOLDERS MEETING

OF

# COCA MINES, INC.

Hecla Limited, being the sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby authorize the following action be taken without a meeting of the shareholders:

RESOLVED, that the following persons be elected as Directors of CoCa Mines, Inc., to hold office under the By-Laws of the Company for the ensuing year or until their respective successors shall have been duly elected and qualified:

Ronald W. Clayton Lewis E. Walde Philip C. Wolf

IN WITNESS WHEREOF, Hecla Limited has approved and executed this Unanimous Consent of Shareholder in Lieu of Annual Shareholders Meeting as of April 27, 2007.

HECLA LIMITED

Lewis E. Walde

Vice President and Treasurer

### WAIVER OF NOTICE OF SHAREHOLDERS' MEETING

**OF** 

# COCA MINES, INC.

Hecla Limited, the undersigned sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby waive notice of a regular meeting of the shareholders of the corporation to be held on April 27, 2007, at 9:30 a.m., at 6500 N. Mineral Drive, Suite 200, Coeur d'Alene, Idaho 83815, for the purpose of the election of the Board of Directors of CoCa Mines, Inc.

This waiver of notice of meeting shall be filed with the corporate records and made a part of the minutes of the meeting.

Dated this 6th day of April 2007.

HECLA LIMITED

Lewis E. Walde

Vice President and Treasurer

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

OF

### COCA MINES, INC.

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 11 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on April 28, 2006.

WHEREAS, the directors and officers of this corporation, in the conduct of its business during the past year, have accepted resignations from members of the board and officers of the Company, have appointed new directors and officers to fill those vacancies, spent large sums of money, made contracts, bought and sold property, and performed numerous other acts;

RESOLVED, that the following persons are hereby appointed as officers of the Company, to hold office for the ensuing year or until their successors are appointed:

President Ronald W. Clayton
Vice President Philip C. Wolf
Vice President & Treasurer
Secretary Lewis E. Walde
Tami D. Hansen

FURTHER RESOLVED, that the financial statements of the Company for the last completed financial year of the Company be approved:

FURTHER RESOLVED, that the appointment of an auditor be waived for the ensuing year;

FURTHER RESOLVED, that the actions of the directors and officers of the Company so taken in all of the above matters be, and in all respects are, approved, ratified, and confirmed as of the respective dates such actions were taken.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of April 28, 2006.

Ronald W. Clayton

Philip C. Wolf

# UNANIMOUS CONSENT OF SHAREHOLDER IN LIEU OF ANNUAL SHAREHOLDERS MEETING

OF

# COCA MINES, INC.

Hecla Mining Company, being the sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby authorize the following action be taken without a meeting of the shareholders:

RESOLVED, that the following persons be elected as Directors of CoCa Mines, Inc., to hold office under the By-Laws of the Company for the ensuing year or until their respective successors shall have been duly elected and qualified:

Ronald W. Clayton Lewis E. Walde Philip C. Wolf

IN WITNESS WHEREOF, Hecla Mining Company has approved and executed this Unanimous Consent of Shareholder in Lieu of Annual Shareholders Meeting as of April 28, 2006.

**HECLA MINING COMPANY** 

KEWIS É. WALDE

Vice President and CFO

### WAIVER OF NOTICE OF SHAREHOLDERS' MEETING

**OF** 

# COCA MINES, INC.

Hecla Mining Company, the undersigned sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby waive notice of a regular meeting of the shareholders of the corporation to be held on April 28, 2006, at 9:30 a.m., at 6500 N. Mineral Drive, Suite 200, Coeur d'Alene, Idaho 83815, for the purpose of the election of the Board of Directors of CoCa Mines, Inc.

This waiver of notice of meeting shall be filed with the corporate records and made a part of the minutes of the meeting.

Dated this 7th day of April 2006.

HECLA MINING COMPANY

ewis E. Walde

Vice President and CFO

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE

### **BOARD OF DIRECTORS**

OF

## COCA MINES, INC.

The undersigned, being all of the remaining members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 2 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on October 10, 2005.

WHEREAS, Ian Atkinson tendered his letter of resignation to the Company as a member of the Board of Directors and as a Vice President effective October 7, 2005;

RESOLVED, that the Company accepts the resignation of Ian Atkinson as a member of the Board of Directors and as Vice President effective as of October 7, 2005;

FURTHER RESOLVED, that the Board of Directors hereby elects Michael H. Callahan as a member of the Board of Directors, to serve at the pleasure of the Board of Directors until his successor is duly elected and qualified and to have the powers and duties described in the Bylaws of the Company and as may be delegated from time to time by the Board of Directors;

FURTHER RESOLVED, that the Board of Directors hereby elects Lewis E. Walde as Vice President, to serve at the pleasure of the Board of Directors until his successor is duly elected and qualified and to have the powers and duties described in the Bylaws of the Company and as may be delegated from time to time by the Board of Directors.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of October 10-2005.

Ronald W. Clayton

éwis E. Walde

Being all the remaining Directors

# EXHIBIT "A"

**Company Name** 

Office Held

Coca Mines, Inc.

Vice President and Director

Creede Resources, Inc.

Vice President and Director

Hecla Ventures Corp.

Vice President and Director

Hecla International Mining, Inc.

Vice President and Director

El Callao Gold Mining Company de

Venezuela, S.C.

Director

Minera Hecla Venezolana, C.A.

Director

Hecla Alaska, LLC

Manager



October 5, 2005

Mr. Phil Baker President & CEO Hecla Mining Company 6500 Mineral Drive Coeur d'Alene, ID 83815-8788

RE: Resignation

Dear Phil:

I hereby tender my resignation from the offices and positions listed in the attachment to this letter (Exhibit "A"), effective October 7, 2005.

Very truly yours,

Ian Atkinson

Vice President of Exploration & Strategy

IA:tj



July 28, 2005

Mr. Phillips S. Baker, Jr.
President and CEO
Hecla Mining Company
6500 N. Mineral Drive, Suite 200
Coeur d'Alene, ID 83815-9408

RE: Resignation

Dear Phil:

I hereby tender my resignation from the offices and positions listed in the attachment to this letter (Exhibit "A"), effective July 29, 2005.

Very truly yours,

John N. Galbavy

Corporate Counsel & Assistant Secretary

JNG:tdh Enclosure

c: Robert H. Buckham Michael B. White

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE

### **BOARD OF DIRECTORS**

OF

# COCA MINES, INC.

The undersigned, being all of the remaining members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 2 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on August 1, 2005.

WHEREAS, John N. Galbavy tendered his letter of resignation to the Company as Vice President and as a member of the Board of Directors effective July 29, 2005;

RESOLVED, that the Company accepts the resignation of John N. Galbavy as Vice President and as a member of the Board of Directors effective as of July 29, 2005;

FURTHER RESOLVED, that the Board of Directors hereby elects Ian Atkinson as Vice President and as a member of the Board of Directors, to serve at the pleasure of the Board of Directors until his successor is duly elected and qualified and to have the powers and duties described in the Bylaws of the Company and as may be delegated from time to time by the Board of Directors.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of August 1, 2005.

Ronald W. Clayton

Lewis E. Walde

Being all of the remaining Directors

# **EXHIBIT "A"**

# **Company Name**

## Office Held

Coca Mines, Inc.

Vice President and Director

Creede Resources, Inc.

Vice President and Director

El Callao Gold Mining Company

Vice President and Secretary

**Calumet Mining Company** 

Vice President, Secretary and Director

Hecla Ventures Corp.

Vice President and Director

**Golden Financial Corporation** 

Secretary and Director

Hecla International Mining, Inc.

Vice President and Director

MWCA, Inc.

Director

Nevada Mine Properties, Inc.

Vice President and Director

Equinox Resources (Canada) Inc.

Vice President

Burke Trading, Inc.

Vice President, Secretary and Director

El Callao Gold Mining Company de

Venezuela, S.C.

**Assistant Secretary** 

Equinox Resources (Canada) Inc.

Vice President

Hecla Mining Company of Canada Ltd.

Vice President

Hecla Bermuda ltd.

Vice President and Director

Industrias Hecla, S.A. de C.V.

Secretary and Director

Minera Hecla, S.A. de C.V.

Vice President

Minera Hecla del Peru S.A.

Vice President and Director

Minera Hecla Venezolana, C.A.

**Assistant Secretary** 

Servicios Hecla, S.A. de C.V.

Director

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

OF

# COCA MINES, INC.

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 11 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on May 16, 2005.

WHEREAS, the directors and officers of this corporation, in the conduct of its business during the past year, have accepted resignations from members of the board and officers of the Company, have appointed new directors and officers to fill those vacancies, spent large sums of money, made contracts, bought and sold property, and performed numerous other acts;

RESOLVED, that the following persons are hereby appointed as officers of the Company, to hold office for the ensuing year or until their successors are appointed:

President Ronald W. Clayton
Vice President John N. Galbavy
Treasurer Lewis E. Walde
Secretary Tami D. Hansen

FURTHER RESOLVED, that the financial statements of the Company for the last completed financial year of the Company be approved;

FURTHER RESOLVED, that the appointment of an auditor be waived for the ensuing year;

FURTHER RESOLVED, that the actions of the directors and officers of the Company so taken in all of the above matters be, and in all respects are, approved, ratified, and confirmed as of the respective dates such actions were taken.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of May 16, 2005.

John N. Galbayy

onald W. Clayton

éwis E. Walde

ments and Settingstitumscn.001\Local Set CONSOLIDATION	tings/Temporary	Internet Files/CLI	CZĄCOCA.ziejA					J/E #1	JÆ #2 ELIM	J/E #3	J/E #4 ELIM	JÆ#5 ELIM INTRACO	J/E #6	J/E #8 WRITE OFF CACTUS 75%	sh 8/22/05 1:25 PA
or 31, 2004	·	HARD	٠.		CACTUS	COCA	TOTAL BEFORE	ELIM INTRACO	INTRACO	INTRACO CAPITAL	INTRACO	CAPITAL COCAMBPL	MINORITY	HISTORICAL	
nt assets:	CACTUS	SCRABBLE	MBPL	CREEDE	CORP	CORPORATE	ELIMIN	A/R A/P	COCA/GROUSE C	OCA/HARD A	IBPLICACTUS	HECLA/ALL	INTEREST		FINAL
and cash equivalents	89.407	B	. 0	286		1.942	11,635	٥							11,635
rel e/r	408,895	•	ō	,		(408,135)	2,760	·							2.760
COMPANY - HARDSCRABBLE						(54,149)	(54,149)	54,149							0
COMPANY - MBPL						1,498,761		(1,498,761)							0
COMPANY - CREEDE						(730,374)	(730,374)	730,374	•						0
COMPANY - CACTUS CORP	0		1,337,721			(1,000)	(1,000) 1,337,721	1,000			(4 AAR 844)				0
current assets	1.840		1,00/,/21			262	2,102				(1,337,721)				2.102
al current assets	420,142	ó	1,337,721	286	a	309,307	2,087,458	(713,238)	0	<u>a</u>	(1,337,721)	a	- 6		18,497
ents	0	-				2,000	2,000	4. (0)	(2,000)	-	(1100111111)	•	_		10,1,01
IN MBPL						10,394,332	10,394,332					(10,394,332)			·
LTD SHARE						(170,578)	(170,578)					170,578			C
IN HARD GP	•	-				536,816	538,816			(636,816)	•				Q
IN HARD LP IN MUDGE						(16,874) 8,346	(16,674) 8.346			16,674					9
les, plants and equipment	18.794.295	٥	108.094	0		565.089	17,487,458			(8,345)		D	0		17,487,458
seled DD&A	(16,794,295)	ŏ	(108,094)	ŏ		(565,089)	(17,487,468)					•	•		(17,487,458
oncurrent assets	0		(100,000.)	ŏ		,,,,,,,,	0								(17,407,407
AL ASSETS	420,142	Ö	1,337,721	288	0	11,063,549	12,821,898	(713,238)	(2,000)	(528,488)	(1,337,721)	(10,223,754)	Ö	Ò	16,497
ITIES and EHOLDERS' EQUITY : ! (labilities:	. •														
nts payable & accrued expenses	121,644	•	N				121,844	(104,908)			:			(15,194)	1,542
HECLA		4,332		(693,091)			(688,759)	688,759			i i		. 0		,,,,,,
COCA			(917,840)		(1,000)		(918,640)	918,640				. 0.			
l current liabilities	121,644	4,332	(917,640)	(693,091)	(1,000)	. 0	(1,485,755)	1,502,491	. 0	0	Ó	0.	0	(15,194)	1,642
rm debt	q						C								0
1 Reclamation	(304,916)	1 888	360,931	(000 004)		·;·· <u>·</u>	56,015	4 500 101							56,015
AL LIABILITIES	(183,272)	4,332	(556,709)	(693,091)	(1,000)	0	(1,429,740)	1,502,491	0	0	0,	0	0	(15,194)	56,015
olders' equity Capital	645,912						645,912				10 48 O4M		,		
on stock	040,012			1,000	1,000	128,089	130,089		(2,000)		(845,912)		(2)		128.087
surplus	•		. 0	,,000	1,000	30.718.442	30,718,442		(2,000)				. (2)		30.718.442
ed samings prior year	(28,017)	75,839	1,783,193	(588,131)		(11,452,449)	(10,209,565)	(20,424)	~	(460,123)	(701,891)	115,434	(70,105)	15,194	(11,331,480
ed earnings current year	(14,481)	Ò	17,885	0		159	3,588	<b>(</b> ,		***************************************	· · · · · · · · · · · · · · · · · · ·	0	0	0	3,588
iry stock	•	22.00				(186,154)	(186,154)	e .							(186,154
BUTIONS COCA GP	•	57,539	5,112,333				5,169,872			(57,539)		(5,112,333)			. 0
IBUTIONS CAREY LP			59,949 59,949				59,949						(59,949)		
BUTIONS CAREY LP			(584,396)				59,949 (564,396)					(59,949)	564,396		0
SUTIONS COCA LP			(564,396)				(564,396)					517.384	47,012		0
GS COCA RP			5,197,540				5,197,540					(5,197,840)	عادر ب	7	
GS CAREY LP			499,943		•		499,943					(-, , ,)	(499,943)		ŏ
OS OTHER LP			499,943				499,943				<i>:</i>	(499,943)			Õ
LCOCA		(29,094)			,		(29,094)			29,064					Ó
L COCA LP L OTHER LP		31,064					31,084	•		(31,084)			4.40 400		Ŏ
MPANY	n		(10,207,516)	1.280 FOR		78.144 F3P	(142,468) (17,088,781)	/2 105 90K	ń	(8.856)	10.082	13,194	142,466 (123,875)		0 (18,373,521)
OUTY	603,414	(4,332)	1.894.430	693.377	1.000	11.083.549		(2,215,729)	. (2,000).	(528,488)			(123,0(8)	15,194	(41,080
ides and shareholders' equity	420,142	0	1.337.721	288	.0.	11,063,549	12,821,698	(713,238)	(2,000)	(528,488)		(10.223,759)	0		18,497
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SAID SWAFFLOOD	·	(4)	v	·		(0)	U	. •	·		U,	(1)	•	· ·	
AND EXPENSES															•
rosme						428	428								428
xpense	a		Ó			(269)	0 (289)							0	0 (269
NARRA	•					(208)	. (200)							-	(209
pense se for A/R from Dekote	., Δ		0												
pense se for A/R from Dakota uty expenses	(14,481)		17,888				3,407							0	3,407

# UNANIMOUS CONSENT OF SHAREHOLDER IN LIEU OF ANNUAL SHAREHOLDERS MEETING

**OF** 

# COCA MINES, INC.

Hecla Mining Company, being the sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby authorize the following action be taken without a meeting of the shareholders:

RESOLVED, that the following persons be elected as Directors of CoCa Mines, Inc., to hold office under the By-Laws of the Company for the ensuing year or until their respective successors shall have been duly elected and qualified:

Ronald W. Clayton Lewis E. Walde John N. Galbavy

IN WITNESS WHEREOF, Hecla Mining Company has approved and executed this Unanimous Consent of Shareholder in Lieu of Annual Shareholders Meeting as of May 16, 2005.

**HECLA MINING COMPANY** 

LEWIS E. WALDE

Vice President and CFO

Shares Held: 1,000

## WAIVER OF NOTICE OF SHAREHOLDERS' MEETING

## OF

# COCA MINES, INC.

Hecla Mining Company, the undersigned sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby waive notice of a regular meeting of the shareholders of the corporation to be held on May 16, 2005, at 9:30 a.m., at 6500 N. Mineral Drive, Suite 200, Coeur d'Alene, Idaho 83815, for the purpose of the election of the Board of Directors of CoCa Mines, Inc.

This waiver of notice of meeting shall be filed with the corporate records and made a part of the minutes of the meeting.

Dated this 13th day of April 2005.

**HECLA MINING COMPANY** 

Lewis E. Walde

Vice President and CFO

Shares Held: 1,000

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

OF

#### COCA MINES, INC.

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 11 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on May 20, 2004.

WHEREAS, the directors and officers of this corporation, in the conduct of its business during the past year, have accepted resignations from members of the board and officers of the Company, have appointed new directors and officers to fill those vacancies, spent large sums of money, made contracts, bought and sold property, and performed numerous other acts;

RESOLVED, that the following persons are hereby appointed as officers of the Company, to hold office for the ensuing year or until their successors are appointed:

President Ronald W. Clayton
Vice President John N. Galbavy
Treasurer Lewis E. Walde
Secretary Tami D. Hansen

FURTHER RESOLVED, that the financial statements of the Company for the last completed financial year of the Company be approved;

FURTHER RESOLVED, that the appointment of an auditor be waived for the ensuing year;

FURTHER RESOLVED, that the actions of the directors and officers of the Company so taken in all of the above matters be, and in all respects are, approved, ratified, and confirmed as of the respective dates such actions were taken.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of May 20, 2004.

Rogald W. Clayton

John N Galbavy

Lewis E. Walde

# Coca Balance Sheet December 31, 2003

Cash and cash equivalent	1,783
Accounts receivable	(406,135)
Intracompany - Hardscrabble	(54,149)
Intracompany - MBPL	1,498,761
Intracompany - Creede	(730,374)
Intracompany - Cactus	(1,000)
Other current assets	262_
Total current assets	309,148
Investment	2,000
Invest in MBPL	10,394,332
Distribution LTD share	(170,578)
Invest in Hard GP	536,816
Invest in Hard LP	(16,674)
Invest in Mudge	8,346
Properties, plants and equipment	565,069
Accumulation DD&A	(565,069)
Net Properties, plants and equipment	-
Total Assets	11,063,390
Shareholders' equity	
Common stock	128,089
Capital surplus	30,718,442
Retained earnings	(11,453,232)
Income	783
Treasury stock	(186,154)
Intracompany	(8,144,538)
Total liabilities and shareholders' equity	11,063,390

# Coca Income Statement Year to Date December 31, 2003

Interest income	944
Miscellaneous expense	(161)
Total income	783

# UNANIMOUS CONSENT OF SHAREHOLDER IN LIEU OF ANNUAL SHAREHOLDERS MEETING

OF

# COCA MINES, INC.

Hecla Mining Company, being the sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby authorize the following action be taken without a meeting of the shareholders:

RESOLVED, that the following persons be elected as Directors of CoCa Mines, Inc., to hold office under the By-Laws of the Company for the ensuing year or until their respective successors shall have been duly elected and qualified:

Ronald W. Clayton Lewis E. Walde John N. Galbavy

IN WITNESS WHEREOF, Hecla Mining Company has approved and executed this Unanimous Consent of Shareholder in Lieu of Annual Shareholders Meeting as of May 20, 2004.

**HECLA MINING COMPANY** 

Phillips S. Baker, Jr. President and CEO

Shares Held: 1,000

# WAIVER OF NOTICE OF SHAREHOLDERS' MEETING

## OF

# COCA MINES, INC.

Hecla Mining Company, the undersigned sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby waive notice of a regular meeting of the shareholders of the corporation to be held on May 20, 2004, at 11:00 a.m., at 6500 N. Mineral Drive, Suite 200, Coeur d'Alene, Idaho 83815, for the purpose of the election of the Board of Directors of CoCa Mines, Inc.

This waiver of notice of meeting shall be filed with the corporate records and made a part of the minutes of the meeting.

Dated this 16th day of April 2004.

HECLA MINING COMPANY

Phillips S. Baker, Jr. President and CEO

Shares Held: 1,000

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

OF

## COCA MINES, INC.

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 11 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on September 15, 2003.

WHEREAS, the Company has entered into negotiations to sell some of its real property located in Kern County, California to Gilmour-Pike Enterprises, Inc. ("Gilmour-Pike");

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and empowered to negotiate, finalize and execute a contract of sale whereby the Company would sell real property located in Kern County, California and more particularly described on Attachment A to this Unanimous Consent to Gilmour-Pike at a price and on such other terms as in management's discretion it deems advisable.

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized to take all such actions and steps and to execute all such documents which such officers may deem necessary, proper or advisable in order to carry out the purposes and intent of the foregoing resolution.

RESOLVED that any and all actions heretofore taken by any officer or director of the Company within the terms of the foregoing resolutions are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of September 15, 2003.

Ronald W. Clayton

John (Galbavy

Lewis E. Walde

## ATTACHMENT A

# **Property Description**

# PARCELS 1A-1D

346-131-11-00-8 (Parcel 1A) and 346-120-11-00-8 (contains Parcel 1D) N 165 ft of S 195 ft of E 264 ft of W 1611.2 Section 0018 010 0013

The property lies in a portion of Sections 17 and 18, T10N R13W, S.B.B.M., in the unincorporated area, Kern County, California, and consists of four parcels. Parcels 1A through 1C are comprised of 1.1 acres of land m/l, water well, pump and line. Parcel 1D consists of 6.73 acres of land, m/l and a 2,400-sq. ft. dwelling.

# Parcel 1A - Well Site in Section 18

That portion of the Southwest Quarter of Section 18, T10N R13W, S.B.B.M., in the unincorporated area, Kern County, California, according to the official plat of said land, approved by the Surveyor General 2/19/1856 described as follows:

Beginning at the Southwest corner of said Section 18; thence South 89° 50' East, along the center of the highway which is coincident with the South boundary of said Section 18, 1,347.20 feet to a point; thence North 0° 10' East, 30 feet to the North boundary of the highway and the true point of beginning; thence North 0° 10' East, 165 feet to a point; thence South 89° 50' East, 264 feet to a point; thence South 0° 10' West, 165 feet to a point 30 feet northerly from the South boundary line of said Section, and the northerly line of said highway; thence North 89° 50' West, 264 feet to the point of beginning. (1.0 ac m/l)

# Parcel 1B - Pipeline Right-of-way across the E1/2 SW1/4 and W1/2 SE1/4, Section 18

A right-of-way 12 feet wide for water pipelines across a portion of the East half of the Southwest Quarter of Section 18, Township 10 North, Range 13 West, S.B.B.M., in the unincorporated area, Kern County, California, and the West half of the Southeast Quarter of said Section 18, described as follows:

Beginning at a point in the East line of the land first above described 83.6 feet northerly from the Southeast corner thereof, a point which shall be the center line of said right-of-way; thence North 66° 02' East, 2,675.4 feet to the East boundary line of the West half of the Southeast Quarter of said Section 18, at a point 1,210.5 feet northerly along the said East boundary line from the South line of said Section 18.

# Parcel 1C - Pipeline Right-of-way across the E1/2 SE1/4, Section 18

A general and nonexclusive easement for pipeline purposes 12 feet in width as the same existed on 3/15/57, across the northerly portion of land described as follows:

The East half of the Southeast Quarter of Section 18, T10N R13W, S.B.B.M., in the unincorporated area, Kern County, California, according to the official plat of said land approved by the Surveyor General 2/19/1856.

Excepting therefrom the northerly 1,000 feet, as reserved in deed dated 3/15/57 from Desert Acres, Inc., to William G. De Montmorency and wife, recorded in Book 2770, Page 211 of official records.

# Parcel 1D - Residence Parcel in the W1/2 SW1/4, Section 17

The East 230 feet of the West 260 feet of the Southwest Quarter of Section 17, Township 10 North, Range 13 West, S.B.B.M., in the unincorporated area, Kern County, California, according to the official plat of said land approved by the Surveyor General 2/19/1856. Excepting therefrom the North 421 feet thereof.

Also except the South 5 acres. (6.73 ac m/l)

# PARCEL 2

#### 346-120-17-00-6

9428 Tehachapi-Willow Spgs Rd Rosamond; Ptn NW/4 of SE/4 Exc 50 M.R. Section 17 010 00013

The South 129 feet of the West 220 feet of the North 377 feet of the Southwest Quarter of Section 17, T10N R13W, S.B.B.M., in the unincorporated area, Kern County, California, according to the official plat thereof.

Except the West 30 feet thereof.

Also except an undivided 50% of all gas, oil, minerals and other hydrocarbon substances lying in or under said land, as reserved by Hugo Carrafa and Sara J. Carrafa, husband and wife, by deed recorded 2/24/77, in Book 5009, Page 2266 of official records.

Reserving all remaining oil, mineral, gas and other hydrocarbon substances under the real property described in the deed without the right of surface entry to Timo T. and Virgie B. Torma.

## PARCEL 3

# 346-120-19-00-2

Ptn NW/4 of SE/4 Exc 50 M.R. Section 17 010 00013 (1.08 acres)

The West 220 feet of the North 377 feet of the Southwest Quarter of Section 17, T10N R13W, S.B.B.M., in the unincorporated area, Kern County, California, according to the official plat of said land approved by the Surveyor General 2/19/1856.

Except the West 30 feet thereof.

Also except the South 129 feet thereof.

And except 50% of all oil, gas, hydrocarbons and other mineral substances situate below 500 feet from the surface of said property but without the right of surface entry as reserved by Hugo Carrafa and Sara J. Carrafa, husband and wife, by deed recorded 10/17/78, in Book 5147, Page 1055, of official records.

# PARCEL 4

346-120-12-00-1

Beg at W/4 Cor of Sec 17 th S 89°58' E 30 Section 17 010 00013

That portion of the SW/4 of Section 17, T10N R13W, S.B.B.M., in the unincorporated area, Kern County, California, according to the official plat thereof, described as follows:

Beginning at the West Quarter corner of said Section; thence South 89°58' East, 30 feet; thence South 568 feet; thence South 89° 58' East, 230 feet; thence South 14° East, 110 feet to the true point of beginning; said point also being the southwesterly corner of said parcel of land conveyed to Hugo Carrafa and Sara C. Carrafa, husband and wife, as joint tenants, in deed recorded 2/13/57, in Book 2733, Page 84, of official records; thence northeasterly along the southeasterly line of said Carrafa parcel North 76° East, 130 feet to the most easterly corner thereof; thence South 14° East, 100 feet; thence South 76° West parallel to the southeasterly line of said Carrafa parcel, 130 feet; thence North 14° West, 100 feet to the southwesterly corner of said Carrafa parcel and the true point of beginning.

Except 50% of all oil and mineral rights below a depth of 500 feet but without the right of surface entry, as reserved by Hugo Carrafa, et ux, in deed recorded 3/29/61 in Book 3364, Page 248.

# PARCELS 5A-5B

346-120-13-00-4 17 10 13

Parcel 5A. Beginning at the West Quarter corner of Section 17; thence South 89° 58' East, 30 feet; thence South 568 feet; thence South 89° 58' East, 230 feet to the true point of beginning, said true point of beginning being the Northwest corner of the parcel of land conveyed to Hugo Carrafa, et ux, in deed recorded 2/13/57, Book 2733, Page 84, of official records and also being a point on the easterly boundary of the parcel of land conveyed to Hugo Carrafa, et ux, in that certain deed recorded 4/8/59, Book 3111, Page 305 of official records; thence from said true point of beginning South 14° East, along the southwesterly boundary line of the Carrafa parcel recorded in Book 2733, Page 84 of official records, and its southeasterly extension, 210 feet to the Southwest corner of the parcel of land described in that certain deed to Helen C. Kimball, a widow, recorded 9/8/60, Book 3301, Page 416 of official records. Thence South 76° West, along the

southwesterly extension of the southeasterly boundary line of said Kimball parcel 52.4 feet, more or less, to a point on the East boundary line of the Carrafa parcel recorded 4/8/59 in Book 3111, Page 305 of official records, said easterly line being parallel to the West line of said Section and distant 230 feet easterly therefrom; thence northerly along said East boundary line, 216.34 feet, more or less, to the true point of beginning.

<u>Parcel 5B</u>. Beginning at the West Quarter corner of Section 17; thence South 89° 58' East, 30 feet; thence South 568 feet; thence South 89° 58' East, 230 feet to the point of beginning, being the Northwest corner of the Commissary House Tract; thence North 76° 00' East, 130 feet to the Northeast corner of the Commissary House Tract; thence South 14° 00' East, 110 feet to the Southeast corner of the Commissary House Tract; thence South 76° 00' West, 130 feet to the Southwest corner of the Commissary House Tract; thence North 14° West, 110 feet to the point of beginning, being the Northwest corner of the Commissary House Tract.

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

OF

# COCA MINES, INC.

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 11 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on August 13, 2003.

WHEREAS, the Company has entered into negotiations to sell some of its real property located in Kern County, California to Clifford G. and Alice Burton ("Burton");

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and empowered to negotiate, finalize and execute a contract of sale whereby the Company would sell real property located at N½ of the NW¼, excluding the E½ of the E½ thereof, and the S½ of the N½ of the NW¼, excluding the E½ of the E½ thereof, Section 17, Township 10 North, Range 13 West, S.B.B.M., Kern County, California to Burton at a price and on such other terms as in management's discretion it deems advisable.

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized to take all such actions and steps and to execute all such documents which such officers may deem necessary, proper or advisable in order to carry out the purposes and intent of the foregoing resolution.

RESOLVED that any and all actions heretofore taken by any officer or director of the Company within the terms of the foregoing resolutions are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of August 13, 2003.

John N. Galbavy

Ronald W. Clayton

(/ 1 Th)

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE

#### **BOARD OF DIRECTORS**

OF

# COCA MINES, INC.

The undersigned, being all of the remaining members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 2 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on July 2, 2003.

WHEREAS, Thomas F. Fudge, Jr. tendered his letter of resignation to the Company as a member of the Board of Directors and as a President effective July 1, 2003;

RESOLVED, that the Company accepts the resignation of Thomas F. Fudge, Jr. as a member of the Board of Directors and as President effective as of July 1, 2003;

FURTHER RESOLVED, that the Board of Directors hereby elects Ronald W. Clayton as a member of the Board of Directors and as President, to serve at the pleasure of the Board of Directors until his successor is duly elected and qualified and to have the powers and duties described in the Bylaws of the Company and as may be delegated from time to time by the Board of Directors.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of July 2, 2003.

Lewis E. Walde

John N. Galbavy

Being all the remaining Directors

Thomas F. Fudge, Jr. P.O. Box 1033 Wallace, ID 83873

July 1, 2003

Mr. John N. Galbavy, Director CoCa Mines, Inc. 6500 N. Mineral Drive, Suite 200 Coeur d'Alene, ID 83815-9408

Dear John:

I respectfully submit my resignation, effective July 1, 2003, as President and as a member of the Board of Directors of CoCa Mines, Inc.

Sincerely,

Thomas F. Fudge, Jr.

TFF:tdh

# UNANIMOUS CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

OF

# COCA MINES, INC.

The undersigned, being all of the members of the Board of Directors of CoCa Mines, Inc., a Colorado corporation, (the "Company"), pursuant to Section 7-108-202 of the Colorado Revised Statutes and Article III, Section 11 of the Company's Bylaws, hereby adopt the following resolution by unanimous consent as if such action had been taken at a meeting of the Board of Directors on May 16, 2003.

WHEREAS, the directors and officers of this corporation, in the conduct of its business during the past year, have accepted resignations from members of the board and officers of the Company, have appointed new directors and officers to fill those vacancies, spent large sums of money, made contracts, bought and sold property, and performed numerous other acts;

RESOLVED, that the following persons are hereby appointed as officers of the Company, to hold office for the ensuing year or until their successors are appointed:

President Thomas F. Fudge, Jr.
Vice President John N. Galbavy
Treasurer Lewis E. Walde
Secretary Tami D. Hansen

FURTHER RESOLVED, that the financial statements of the Company for the last completed financial year of the Company be approved;

FURTHER RESOLVED, that the appointment of an auditor be waived for the ensuing year;

FURTHER RESOLVED, that the actions of the directors and officers of the Company so taken in all of the above matters be, and in all respects are, approved, ratified, and confirmed as of the respective dates such actions were taken.

IN WITNESS WHEREOF, we have approved and executed this Unanimous Consent in Lieu of Meeting as of May 16, 2003.

Thomas F. Fudge, Jr.

John Galbavy

Lewis E. Walde

# UNANIMOUS CONSENT OF SHAREHOLDER IN LIEU OF ANNUAL SHAREHOLDERS MEETING

OF

# COCA MINES, INC.

Hecla Mining Company, being the sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby authorize the following action be taken without a meeting of the shareholders:

RESOLVED, that the following persons be elected as Directors of CoCa Mines, Inc., to hold office under the By-Laws of the Company for the ensuing year or until their respective successors shall have been duly elected and qualified:

Thomas F. Fudge, Jr. Lewis E. Walde John N. Galbavy

IN WITNESS WHEREOF, Hecla Mining Company has approved and executed this Unanimous Consent of Shareholder in Lieu of Annual Shareholders Meeting as of May 16, 2003.

HECLA MINING COMPANY

Lewis E. Walde

Vice President - Controller

Shares Held: 15,000,000

# WAIVER OF NOTICE OF SHAREHOLDERS' MEETING

OF

# COCA MINES, INC.

Hecla Mining Company, the undersigned sole shareholder of CoCa Mines, Inc., a Colorado corporation, entitled to vote the number of shares set forth below, does hereby waive notice of a regular meeting of the shareholders of the corporation to be held on May 16, 2003, at 8:00 a.m., at 6500 N. Mineral Drive, Suite 200, Coeur d'Alene, Idaho 83815, for the purpose of the election of the Board of Directors of CoCa Mines, Inc.

This waiver of notice of meeting shall be filed with the corporate records and made a part of the minutes of the meeting.

Dated this 18th day of April 2003.

HECLA MINING COMPANY

Lewis E. Walde

Vice President - Controller

Shares Held: 15,000,000

CoCa's Response to Request No. 15



#### PRODUCER

05-10161

FCW614720

RENEWAL OF OR PREVIOUS NO.

F C

5CO-VD9

POLICY NUMBER 96

Comn ial Union Insurance Companies

Boston, Massachusetts

The Company issuing this policy is indicated by the first letter in the POLICY NUMBER, as follows:

C-COMMERCIAL UNION INSURANCE COMPANY

A-AMERICAN EMPLOYERS' INSURANCE COMPANY

F-THE EMPLOYERS' FIRE INSURANCE COMPANY

N-THE NORTHERN ASSURANCE COMPANY OF AMERICA

INSURORS

700 BROADWAY **SUITE 1036** P.O. BOX 18-S DENVER, COLORADO 80218

Coca Mines, Inc.

**DECLARATIONS** 

1776 Lincoln Street, Suite 910

Denver, Colorado 80203

Stem 1. Named Insured and Mailing Address (Nundier, Street, Town or City, County, State, Zip No.)

2. Policy Period: From

12/24/83

12/24/84 To

12:U1 A.M. Standard time at location of designated premises.

In Consideration of the premium Insurance is provided the named insured with respect to the designated premises shown in Item 4 below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made

	part initiat.										
3.	The Named Insured is: 🖂 Individual 🙀 Corporation 🖂 Partnership 🖂 Joint	Venture 🗍 0	ther:					·			
4.	Designated Premises (Enter "Same" if same location as above)						Oc	cupancy o	f Premi	ses	•
	No. 1. Same							Offic	e		
	No. 2. Jerome, Arizona							Offic	-		
5.	No. 3.  Insurance is provided with respect to the designated premises and with resp	ant to those			and kinds of a		ie 600		_	114	# 12_4.112a 2_
J.	shown, subject to all of the terms of this policy including forms and endors					roperi	y ior	when a 2	BECINC I	iwit o	T Hability is
		Coinsurance	Ť			-	imit o	f Liability			
	SECTION I — PROPERTY COVERAGE	Percentage Applicable	Loc. Ho.	1	Bidg. 1	Lec.	2	-	1 loc	•	Bidg.
	Building(s)				covered	****		ot Cove			no.
	Personal Property of the Insured	80%			,775	\$		600	\$		
	Personal Property of Others		\$		·	\$			1		
	Additional Coverage (Specify)										
											:
	Contractor's Equipment	<del> </del>			• •						
- 1	Deductible: \$each occurrence, \$				h occurrence.						
	If no deductible stated above, the deductible shall be \$100 each occurrence,										
	SECTION II — LIABILITY COVERAGE — SEE SPECIAL MUL	TI-PERIL POL	ICY L	IABILI	TY SUPPLEME	NTAL	DECL	ARATIONS			<u> </u>
	SECTION III — CRIME COVERAGE [] SECTION IV — BOILER AND MACHINERY COVERAGE []	Limits	as st	ated in	the endorsen	nent,	made.	part of thi	s Policy	, if ind	licated by 🔯
6.	Forms and Endorsements made part of this Policy at time of issue applicable to All Sections: MP 00 90 (7–77) Endt. #1	·1.			· 		_				
1 (	Section   Only: MP0014 (5-81), MP0420 (1-83),	G8643-	8, (	CFI	218		_				
1	Section II Only: G801-1 (9-78), G802 (7-77), ME	P9991 (7-	-77)	), Le	5112, L61	11,	En	dt. #2,	L91	41	
- 1	Section III Only:										
	Section IV Only:										
7.	Mortgagee: (Name and Address)										
8.	The Total Advance Premium is \$ 3,786 and is payable \$ 3,7				and \$				annive		
	Unless indicated by an X in the box below as "NOT APPLICABLE", the premium on the basis of the rates in effect at each anniversary date. TO NOT APPLICABLE.		ts su	bsequ	ent to the init	lal ins	talim	ent shall b	e subje	ct to a	adjustment
<u>1</u>	tersignature Date 1/27/84 Agency at Deliver Der	Van Gil	lder	Ag	ency Co.	1	e	200	1	Poo	P
	IN WITHESS WHEREOF, this Company has executed and attested these presents is Company at the agency hereinbefore mentioned.					less o	ounte	ersigned by	the du	ily aut	horized Agent
Ra	guard M. Defisser	Hecla	10	4(e)	3007		1	[[ Trva	d ?	11	Wail

**G800** (Ed. 7-1-77)

RAYMOND M. DEFOSSEZ

(This Policy is completed by attachment of Section II — Special Multi-Peril Policy Liability Supplemental Declarations Form G801)

COMPANY CONFIDENTIAL

**COCA 000217 BUSINESS CONFIDENTIAL** 

HOWARD H. WARD

# SPECIAL MULTI-PERIL POLICY SECTION I—SPECIAL PERSONAL PROPERTY FORM



#### I. PROPERTY COVERED

PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the insured; all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions constituting a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to a removal by the insured.

PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the insured, while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made.

#### II. PROPERTY NOT COVERED

#### This policy does not cover:

- A. Property sold by the insured under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers.
- B. Aircraft, watercraft, including motors, equipment and accessories (except rowboats and canoes, while out of water and on the designated premises); and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured.

This provision does not apply to the following types of property when held for sale or sold but not delivered:

- 1. Watercraft (including motors, equipment and accessories) while not affoat:
- 2. Metorcycles, motorscooters and snowmobiles; or
- Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured:

- Aircraft
- 2. Watercraft, including motors, equipment and accessories, while not affeat; or
- 3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.
- C. Personal property while waterborne.
- D. Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage.
- E. Accounts, bills, currency, deeds, evidences of debt, money and securities.
- F. Outdoor signs, whether or not attached to a building or structure.
- G. Growing crops and lawns.
- H. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

#### III. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

- 1. Except for loss caused by the "specified perils":
  - (a) Fur and fur garments are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance.
  - (b) Jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance. This limitation shall not apply to jewelry and watches valued at \$25 or less per item.
  - (c) Patterns, dies, molds, models and forms are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance.
  - (d) Stamps, tickets and letters of credit are covered for not exceeding loss in aggregate of \$250 in any one occurrence for all contributing insurance.
- 2. Valuable papers and records meaning books of account, manuscripts, abstracts, drawings, card index systems and other records including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, are covered only against loss caused by the "specified perils".

- 3. Animals and pets are not covered, except when held for sale or sold but not delivered, and then only against death or destruction directly resulting from or made necessary by the "specified perils".
- 4. Outdoor trees, shrubs and plants are not covered, except: (a) when held for sale or sold but not delivered, and then only against direct loss by the "specified perils", or (b) as provided in the Extensions of Coverage.
- 5. Glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature are covered against loss by breakage only if directly caused by the "specified perils". This limitation shall not apply to bottles or similar containers of property for sale, or sold but not delivered, nor to tenses of photographic or scientific instruments.
- 6. Steam boilers, steam pipes, steam turbines and steam engines are not covered against loss caused by bursting, rupture, cracking or explosion originating therein (other than explosion of accumulated gases or unconsumed fuel within a fire box or combustion chamber).
- Machines and machinery are not covered against loss caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.

The term "specified perils" shall mean direct loss by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail to property contained in any building, vandalism and malicious mischief, leakage or accidental discharge from automatic fire protective systems.

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# V. EXTENSIONS OF COVERAGE

Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

- A. Property at Newly Acquired Locations: The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$10,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes; elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.
- B. Personal Effects: The insured may apply up to \$500 to cover direct loss in any one occurrence by the perils not otherwise excluded to personal effects while located on the designated premises, belonging to the insured, officers, partners or employees thereof, and limited to \$100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.
- C. Valuable Papers and Records: The insured may apply up to \$500 to cover direct loss in any one occurrence by a peril not otherwise excluded to valuable papers and records consisting of books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.
- D. Outdoor Trees, Shrubs and Plants: The insured may apply up to \$1,000 to cover outdoor trees, shrubs and plants at the designated premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against herein. The Company shall not be liable for more than \$250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.
- E. Extra Expense: The insured may apply up to \$1,000 to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by a peril not otherwise excluded under this form to the buildings or personal property situated at the designated premises.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operations of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage for:

- 1. loss of income:
- 2. the cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or

restore books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced; or

- 3., any other consequential or remote loss.
- F. Damage to Buildings from Theft, Burglary or Robbery: This policy includes loss (except by fires or explosion) to that part of the building occupied by the insured and containing property covered, and to equipment therein pertaining to the service of the building but not building property or equipment removed from premises, directly resulting from theft, burglary or robbery (including attempt thereat), provided the insured is the owner of such building or equipment or is liable for such damage, but in no event shall this coverage apply to glass (other than glass building blocks) or to any lettering or ornamentation thereon.
- G. Transportation: The insured may apply up to \$1,000 to cover insured personal property (other than property in the care, custody or control of salesmen) during transportation by motor vehicles owned, leased or operated by the insured for loss in any one occurrence caused by:
  - fire, lightning, windstorm and hait, explosion, smoke, riot, riot attending a strike and civil commotion, vandalism and malicious mischief; or
  - collision, overturning or upset of the vehicle; meaning thereby the violent and accidental contact of the vehicle conveying the property described herein with any other vehicle or object excluding any loss or damage done by coming in contact with any portion of the road bed or by means other than as expressly indicated; or
  - 3. theft of an entire shipping bale, case or package from a vehicle while such property is contained in a fully enclosed and securely locked body or compartment and theft results from forcible entry, evidenced by visible marks upon such body or compartment.
- H. Non-Owned Personal Property: The insured may apply at each location up to 2% of the limit of liability specified for Personal Property of the Insured at such location, but not exceeding \$2,000, as an additional amount of insurance, to cover for the account of the owners thereof (other than the named insured) direct loss by a peril insured against to personal property, similar to that covered by this policy, belonging to others while in the care, custody or control of the named insured and all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made. As respects personal property belonging to others, this provision shall replace any loss payable provision of this policy.

I. Off-Premises: The insured may apply up to 2% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$5,000 nor less than \$1,000, at a described location to cover direct loss in any one occurrence by a peril not otherwise excluded to the property covered under Personal Property of the Insured (other than merchandise or stock) while removed from designated premises. This Extension of Coverage shall not apply: (a) to loss by theft, (b) to property in transit nor (c) to property on any premises owned, leased, operated or controlled by the insured.

#### V. PERILS INSURED AGAINST

This policy insures against all risks of direct physical loss subject to the provisions and stipulations herein and in the policy of which this form is made a part.

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#### VI. EXCLUSIONS

A. This policy does not insure under this form against loss caused by:

- enforcement of any ordinance or law regulating the use, construction, repair, or demolition of property, including debris removal expense;
- unexplained or mysterious disappearance of property, or shortage of property disclosed on taking inventory;
- 3. actual work upon, installation or testing of property covered, failure, breakdown or derangement of machines or machinery, error, omission or deficiency in design, specifications, workmanship or materials; unless loss by fire or explosion not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss;
- A. any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire;
- 5. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the described building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;
- delay, loss of market, interruption of business, nor consequential loss of any nature;
- (a) wear and tear, marring or scratching;
  - (b) deterioration, inherent vice, latent defect;
  - (c) rust, meld, wet or dry rot, contamination;
  - (d) dampness or dryness of atmosphere, changes in or extremes of temperature;
  - (e) smog, smoke from agricultural smudging or industrial operations; or
  - (f) birds, vermin, rodents, insects or animals:

unless loss by fire, smoke (other than smoke from agricultural smudging or industrial operations), explosion, collapse of a building, glass breakage or water not otherwise excluded ensues, then this policy shall cover only such ensuing loss.

If loss by water not otherwise excluded ensues, this policy shall also cover the cost of tearing out and replacing of any part of the building covered required to effect repairs to the plumbing, heating or air conditioning system or domestic appliance but excluding loss to the system or appliance from which the water escapes:

explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the Company shall be liable for only such ensuing loss:

- voluntary parting with title or possession of any property by the insured or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick, device or false pretense;
- 10. any fraudulent, dishonest or criminal act done by or at the instigation of any insured, partner or joint adventurer in or of any insured, an officer, director or trustee of any insured; pilerage, appropriation or concealment of any property covered due to any fraudulent, dishonest or criminal act of any employee while working or otherwise, or agent of any insured, or any person to whom the property covered may be entrusted;
- 11. continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years; or
- 12. rain, snow or sleet to property in the open.
- B. This policy does not insure under this form against loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.
- C. This policy does not insure under this form against loss caused by, resulting from, contributed to or aggravated by any of the following:
  - 1. earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;
  - flood, surface water, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
  - 3. water which backs up through sewers or drains; or
  - 4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion; but these exclusions shall not apply to loss arising from theft.

#### VII. VALUATION

#### The following bases are established for valuation of property:

- A. The value of all stock actually sold but not delivered shall be the price at which it was sold, less all discounts and unincurred expenses.
- B. Tenants' Improvements and Betterments:
  - If repaired or replaced at the expense of the named insured within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments.
  - 2. If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were made to the expiration date of the lease.
  - 3. If repaired or replaced at the expense of others for the use of the named insured, there shall be no liability hereunder.

## C. Valuable Papers and Records:

- 1. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material plus the cost of labor incurred by the named insured for transcribing or copying such records.
- Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form.
- D. All other property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.

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# SPECIAL MULTI-PERIL POLICY CONDITIONS AND DEFINITIONS GENERAL CONDITIONS

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The following Conditions apply to Section 1 and 11 except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

Premium. All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.

If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the Company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the Company.

- Time of Inception. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.
- 3. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, the Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Notice of cancellation addressed to the named insured and mailed to the mailing address shown in the Declarations shall be sufficient notice to effect cancellation of this policy.

- Concealment or Fraud. This policy is void if any insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.
- Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. However, if the named insured shall die, this insurance shall apply:
  - (a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such; or
  - (b) to the person having temporary custody of the property of the named insured but only until the appointment and qualification of the legal representative.

#### 6. Subrogation.

(a) In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(b) The Company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss; however, it is agreed that the insured may:

(1) as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and

(2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

7. Inspection and Audit. The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are incompliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

8. Liberalization Clause. In the event any filing is submitted to the insurance supervisory authorities on behalf of the Company, and:

(a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and

(h) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;

the benefit of such extended or broadened insurance shall inure to the benefit of the insured as though the endorsement or substitution of form had been made.

- 9. Insurance Under More Than One Coverage, Part or Endorsement. In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the Company shall not be liable for more than the actual loss or damage sustained by the insured.
- 10. Waiver or Change of Provisions. The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

COMPANY CONFIDENTIAL

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# CONDITIONS APPLICABLE TO SECTION

- Policy Period, Territory. Section 1 of this policy applies only to loss to property during the policy period while such property is within or between the fifty states of the United States of America, the District of Columbia and Puerto Rico.
- 2. Deductible. Unless otherwise provided in the Declarations:
  - (a) The sum of \$100 shall be deducted from the amount of loss to property in any one occurrence. This deductible shall apply:
    - (1) separately to each building, including personal property therein:
    - (2) separately to personal property in each building if no coverage is provided on the containing building; and
    - (3) separately to personal property in the open (including within vehicles).
  - (b) The aggregate amount of this deductible in any one occurrence shall not exceed \$1,000.
- 3. Coinsurance Clause. The Company shall not be liable for a greater proportion of any loss to property covered than the limit of liability under this policy for such property bears to the amount produced by multiplying the actual cash value of such property at the time of the loss by the coinsurance percentage stated in the Declarations.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special invention; or appraisement of the undamaged property shall be required providing that nothing herein shall be construed to waive the application of the first paragraph of this clause.

If insurance under Section L of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

- 4. Removat: This policy covers loss by removat of the property covered hereunder from premises endangered by the perils insured against, and the amount of insurance applies pro rata for five days at each proper place to which such property shall necessarily be removed for preservation.
- 5. Debrit Removal. This policy covers expense incurred in the removal of debris of the property covered which may be occasioned by loss by any of the perils insured against in this policy. The total amount recoverable indee this policy for both loss to property and debris removal expense shall not exceed the limit of liability applying to the property. Cost of removal of debris shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.
- 6. War Risk And Governmental Action Exclusion. This policy under Section I shall not apply to loss caused, directly or indirectly, by or due to any act or condition incident to the following:
  - (a) hostile or warlike action in time of peace or war, including action in bindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or alt forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;
  - (b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or custom's regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- 7. Nuclear Clause And Nuclear Exclusion.
  - (a) Nuclear Clause (Not Applicable in New York). The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination; all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this

- policy. However, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.
- (b) Nuclear Clause (Applicable only in New York): This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.
- (c) Nuclear Exclusion (Not Applicable in New York): Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke". This clause applies to all perils insured against hereunder except the peril of fire, which is otherwise provided for in the nuclear clause above.

#### 8. Other Insurance.

- (a) If at the time of loss there is other insurance written in the name of the insured upon the same plan, terms, conditions and provisions as contained in this policy, herein referred to as Contributing Insurance, the Company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such loss.
- (b) If at the time of loss there is other insurance other than that as described in (a) above, the Company shall not be liable for any loss hereunder until:
  - (1) the Liability of such other insurance has been exhausted, and
  - (2) then for only such amount as may exceed the amount due from such other insurance, whether collectible or not.
- 9. Duties Of The Named Insured After A Loss. In case of loss the named insured shall:
  - (a) give immediate written notice of such loss to the Company;
  - (b) protect the building and personal property from further damage, make reasonable temporary repairs required to protect the property, and keep an accurate record of repair expenditures;
  - (c) prepare an inventory of damaged personal property showing in detail, quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;
  - (d) exhibit the remains of the damaged property as often as may be reasonably required by the Company and submit to examination under oath;
  - (e) submit to the Company within 60 days after requested a signed, sworn statement of loss that sets forth to the best of the named insured's knowledge and belief:
    - (1) the time and cause of loss;
    - (2) interest of the insured and all others in the property involved and all encumbrances on the property;
    - (3) other policies of insurance that may cover the loss;
    - (4) changes in title or occupancy of the property during the term of the policy;
    - (5) specifications of any damaged building and detailed estimates for repair of the damage;
    - (6) an inventory of damaged personal property described in (c) above;
  - (f) give notice of such loss to the proper police authority if loss is due to a violation of law.
- 10. Appraisal. If the named insured and the Company fail to agree on the amount of the loss, either can demand that the amount of loss be set by appraisal. If either party makes a written demand for appraisal, each shall select a competent independent appraiser. Each shall notify the other of the selected appraiser's identity within twenty (20) days of the receipt of the written demand.

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The two appraisers shall select a competent, impartial umpire. If the appraisers are unable to agree upon an umpire within fifteen (15) days, the named insured or the Company may petition a judge of a Court of Record in the state where the insured premises is located to select an umpire.

The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to the Company, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of loss.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire shall be paid equally by the named insured and the Company.

- 11. Company Options. If the Company gives notice within thirty (30) days after it has received a signed, sworn statement of loss, it shall have the option to take all or any part of the property damaged at an agreed value, or to repair, rebuild or replace it with equivalent property.
- 12. Abandonment Of Property. The Company need not accept any property abandoned by an insured.
- 13. Payment Of Loss. The Company will pay all adjusted claims within thirty (30) days after presentation and acceptance of the proof of loss.
- 14. Privilege To Adjust With Owner.
  - (a) Except as provided in (b) below, or unless another payee is specifically named in the policy, loss, if any, shall be adjusted with and payable to the named insured.
  - (b) In the event claim is made for damage to property of others held by the insured, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Company and the receipt of payment by such owner or owners in satisfaction thereof shall be in tull satisfaction of any claim of the insured for which such payment has been made.

If legal proceedings be taken to enforce a claim against the insured as respects any such loss or damage, the Company reserves the right at its option without expense to the insured to conduct and control the defense on behalf of and in the name of the insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.

- 15. Suit. No suit shall be brought on this policy unless the insured has complied with all the policy provisions and has commenced the suit within one year after the loss occurs.
- 16. Permits And Use. Except as otherwise provided, permission is granted:
  - (a) to make alterations and repairs:
  - (b) in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any perti insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.
- 17. Vacancy, Unoccupancy and Increase of Hazard.
  - (a) This Company shall not be liable for loss occurring while a described building, whether intended for occupancy by owner or tenant is vacant beyond a period of sixty consecutive days. "Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building but a building in process of construction shall not be deemed vacant.
  - (b) Permission is granted for unoccupancy.
  - (c) Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the insured.

18. Protective Safeguards. If as a condition of this insurance that the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance only as respects the location or situation affected for the time of such discontinuance.

19. Mortgage Clause—Applicable Only To Buildings. This clause is effective if a mortgagee is named in the Declarations. The word "mortgagee" includes "trustee". Loss to buildings shall be payable to the named mortgagee as interest may appear, under all present or future mortgages on the buildings described in the Declarations in order of precedence of mortgages on them.

As it applies to the interest of any mortgagee designated in the Declarations, this insurance shall not be affected by any of the following:

- (a) any act or neglect of the mortgagor or owner of the described buildings;
- (b) any foreclosure or other proceedings or notice of sale relating to the property;
- (c) any change in the title or ownership of the property;
- (d) occupancy of the premises for purposes more hazardous than are permitted by this policy;

provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee shall, on demand, pay the premium.

The mortgagee shall notify the Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the mortgagee. Unless permitted by this policy, such change of ownership or occupancy or increase of hazard shall be noted on the policy and the mortgagee shall on demand pay the premium for the increased hazard for the term it existed under this policy. If such premium is not paid, this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms. If so cancelled, this policy shall continue in force for the benefit only of the mortgages for tan days after notice to the mortgages of such cancellation and shall then cease. The Company shall have the right to cancel this agreement on ten days notice to the mortgages.

When the Company shall pay the mertgagee any sum for loss under this policy, and shall claim that, as to the mortgager or owner, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the mortgagee to whom such payment shall have been made, under the mortgage debt. In lieu of taking such subrogation, the Company may, at its option, pay to the mortgage the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities. However, no subrogation shall impair the right of the mortgagee to recover the full amount of said mortgagee's claim.

- 20. Recoveries. In the event the Company has made a payment for loss under the policy and a subsequent recovery is made of the lost or damaged property, the insured shall be entitled to all recoveries in excess of the amount paid by the Company, less only the actual cost of effecting such recoveries.
- 21. Loss Clause. Any loss hereunder shall not reduce the amount of this insurance
- 22. No Benefit To Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other ballee.
- 23. No Control. This insurance shall not be prejudiced:
  - (a) by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building when such act or neglect of the owner or occupant is not within the control of the insured, or
  - (b) by failure of the insured to comply with any warranty or condition contained in any endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

COMPANY CONFIDENTIAL

#### CONDITIONS APPLICABLE TO SECTION II

1. Supplementary Payments. The Company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bait bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodity injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

2. Premium. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

3. Financial Responsibility Laws. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodity injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

#### 4. Insured's Duties in the Event of Occurrence, Claim or Suit.

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Medical Reports; Proof and Payment of Claim. As soon as practicable the insured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company

when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

6. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full Compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party in any action against the insured to determine the Insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

7. Other Insurance. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insurance has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable, if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8. Annual Aggregate. If this policy is issued for a period in excess of one year, any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

#### 9. Nuclear Exclusion.

L. This policy does not apply:

(a) Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the tiazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (1) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- (c) Under any Liability Coverage, to bodify injury or property damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but it such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

#### II. As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties:

"muclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

# "nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

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# DEFINITIONS APPLICABLE TO SECTION II

When used in the provisions applicable to Section II of this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, traller or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"hodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom:

"collapse hazard" includes "structural property damage", as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work, or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the hodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or tandings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without mechanical power or if not attached to building walls, or a hold or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground preperty damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition

operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration; or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; aircompressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment:

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by ethers trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or properly damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) International waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of hodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory.

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apporatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

COMPANY CONFIDENTIAL

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#### BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective	(12:01 A. M., standard time)	, forms a part of policy No.	•
issued to			
by	•		•
•		Authorized F	tepresentative
	ŠCH	EDULE	
Personal Injury and Advertising I Aggregate Limit shall be the per Limit of Liability \$	occurrence bodily injury liability lim	it unless otherwise indicated herein.	
Limit of Liability—Premises Med \$1,000 each person unless other	ical Payments Coverage:	each person.	
Limit of Liability—Fire Legal Lia \$50,000 per occurrence unless o	. 11.	per occurrence.	Hecla 104(e) 3017
Advance Premium Premium			
s incl	% OF THE TOTAL COMPREHENSIVE MIUM AS OTHERWISE DETERMINED	E GENERAL LIABILITY BODILY INJUR NED	Y AND PROPERTY DAMAGE PRE-
	PREMIUM	Maria de la companya	
(A) The definition of incidental cont witten contract or agreement rei	AGE ract is extended to include any oral or ating to the conduct of the named in-	<ul> <li>(6) to advertising injury arising</li> <li>(a) failure of performance</li> <li>not apply to the unaut</li> </ul>	out of. of contract, but this exclusion does horized appropriation of ideas based

- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
  - (i) to fieldly injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental
  - (2) If the insured is an architect, engineer or surveyer, to bodily intery or property damage arising out of the rendering of or the failure to ren-der professional services by such insured, including
    - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
  - th) supervisory inspection or engineering services:

    (3) If the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

    - to the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

      (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
  - (4) to any obligation for which the insured may be held liable in an action bit a contract by a third party beneficiary for badily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
  - (5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- I'M The following evelucions applicable to Care

- upon alleged breach of implied contract, or
- (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
- (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury ...

  - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or (b) to any injury arising out of any act committed by the insured with actual malice:

#### (C) Limits of Liability.

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on accounts of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

# (D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy pariod occurring in the course of the named insured's advertising activities, if such injury arises out of libel; stander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal lajury" means injury arising out of one or more of the following offenses committed during the policy period:

- 1. false arrest, detention, imprisonment, or malicious prosecution;
- wrongful entry or eviction or other invasion of the right of private occupancy;
- 3. a publication or utterance
  - (a) of a libel or slander or othe COOM a 10922 disparaging material, or **BUSINESS CONFIDENTIAL**

#### CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
  - (1) to hodly injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract:
  - (2) if the issured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to ren-der professional services by such insured, including
    - the preparation or approval of maps, drawings, opinions, re-ports, surveys, change orders, designs or specifications, and (b) supervisory, inspection or engineering services;
  - (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
    - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
    - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodly injury or property damage;
  - (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public au-thority or any other person or organization engaged in the project:
  - (5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

#### IL PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- (A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suff against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulant and may make such investigation and sattlement of any claim. lent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obli-gated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- (B) This insurance does not apply:
  - (1) to liability assumed by the insured under any contract or agree-
  - (2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
  - (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or stander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of the insurance. effective date of this insurance;
  - (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
  - (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

- (6) to advertising injury arising out of
  - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
  - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
  - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
  - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
  - (b) to any injury arising out of any act committed by the insured with actual malice.

## (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"Advertising lajury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, stander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal tojury" means injury arising out of one or more of the following offenses committed during the policy period:

- 1. false arrest, detention, imprisonment, or malicious prosecution;
- 2. wrongful entry or eviction or other invasion of the right of private occupancy;
- 3. a publication or utterance
  - (a) of a libel or slander or other defamatory or disparaging material, or
  - (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

## III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

#### (A) to hadily injury

- (1) arising out of the ownership, maintenance, operation, use, load
  - ing or unloading of
    (a) any automobile or aircraft owned or operated by or rented or
  - loaned to any insured, or (b) any other automobile or aircraft operated by any person in
  - the course of his employment by any insured; but this exclusion does not apply to the parking of an automo-bile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (2) arising out of
  - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
  - (b) the operation or use of any snowmobile or trailer designed for use therewith:
  - owned or operated by or rented or loaned to any insured, or operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any watercraft owned or operated by or rented or loaned to any insured, or
  - (b) any other watercraft operated by any person in the murse of his employment by any insured;

but this exclusion does not apply to watercraft while the insured premises:

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- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (B) to bodily injury
  - (1) included within the completed operations hazard or the preducts
  - (2) arising out of operations performed for the named insured by independent contractors other than
    (a) maintenance and repair of the insured premises, or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) resulting from the selling, serving or giving of any alcoholic

(a) in violation of any statute; ordinance or regulation,

(b) to a minor.

(c) to a person under the influence of alcohol, or

- (d) which causes or contributes to the intexication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serv-ing alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing:

(C) to bodily injury

- (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bedity injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the hodily injury occurs on that part of to any other tenant in the body minus occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily lajary occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

- (4) to any person if any benefits for such healty injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) If the named insured is a club, to any member of the named
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named lusured, any employee thereof or any person or organization under contract to the named insured to provide such services.

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bedily lajury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily lujury to two or more persons as the result of any one accident shall not exceed the limit of bedily injury liability stated in the policy as applicable to "each occurrence". The limit of liability for Premises Medical Payments Coverage is \$1,000

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

# ADDITIONAL CONDITION

Medical Reports: Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization regularing the services and the neumant shall reduce

- (1) to property owned or occupied by or rented to the insure-except with respect to the use of elevators, to property held the insured for sale or entrusted to the insured for storage or safekeeping;
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators
  - (a) to property while on premises owned by ar rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured. (d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

- (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (3) with respect to the completed operations bazard and with respect which respect to the complete operations and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to properly damage to work performed by the named issured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B.) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation flisk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of pro-viding any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

#### VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in (ength)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

#### IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bedily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or dam-age is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

- (a) to budily lajury or property damage included within the com-pleted operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

#### X. ADDITIONAL PERSONS INSURED

As respects bodily lajury, property damage and personal injury and adver-tising lajury coverages, under the provision "Persons Insured", the following are added as insureds: **COCA 000229** 

(A) Spouse—Partnership—If the negectiviness/cisna-researchip.

- (6) if the named insured is a club, to any member of the named insured;
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily lajary liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### **ADDITIONAL CONDITION**

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### V. FIRE LEGAL LIABILITY COVERAGE-REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire

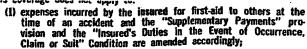
(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (8) The limit of preperty damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.
- (C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Goverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.
- VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A.) Exclusions (k) and (o) are replaced by the following:



(2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

# VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

#### IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bedily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domicited in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

- (a) to health injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

#### X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to bedily injury or personal injury to another employee of the named insured arising out of or in the course of his employment:

(2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing:

(3) to property damage to property owned, occupied or used by rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

## XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily lajury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)
The word insured shall include as named insured any organization which is
acquired or formed by the named insured and over which the named insured
maintains ownership or majority interest, other than a joint venture, provided
this insurance does not apply to bodily injury, property damage, personal
injury or advertising injury with respect to which such new organization
under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90
days from the date any such organization is acquired or formed by the
samed insured.



OMPANY CONFIDENTIAL

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# Commercial Union Insurance Companies

# SECTION II - SPECIAL MULTI-PERIL POLICY LIABILITY SUPPLEMENTAL DECLARATIONS

	Policy No.:							
LIMITS OF LIABILITY								
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<u> </u>	Rates	Advance Premiums						
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	(d) Per Landing	Column.						
		Include Premium for Premises Medical Payments						
(g) Sales	(g) Per \$1,000 of Sales	Insurance in B.I. Column.						
	H	ecla 104(e) 3021						
	(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Number Insured (e) Cost (f) Receipts	Per L6112 each occurrence each occurrence each person  Rates  Premium Bases  Rates  Pal. P.D.  (a) Area (Sq. ft.) (b) Frontage (c) Renuneration (d) Per Linear Foot (c) Per \$1,000 of Remuner (d) Per \$1,000 of Sales  (b) Frost (g) Sales  (c) Reseipts (d) Per \$1,000 of Sales						

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- "recepts" Deant to place a such at 100 pt 2 pages up to moved insured to toch appraisance by the named insured or by others during

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- * "Parameration" in case of earths continuation operand during the policy per an ay promoters and by all employees of the masted insured, other has considered feeding operators of money enphasises to a install upon more products, product to any presides expectly or and a or of componential or of publicable in accordance and the manuals in use by the company;
  - Attired in the others, having under his asime for all goods and modured have a contract during the policy period and charged terms the policy period and charged terms the policy period and charged terms there where the installation mericing or reason and includes been after that the contract of all the damed could be not reason as a super-order from and remit directly to a governmental division.

# COMPRET SIVE GENERAL LIABILITY COVERAGE 'RT (Special Multi-Peril Policy)

## BOOILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

### bodily injury or property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### I. EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured:
  - but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mubile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to budily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to hadily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - any watercraft owned or operated by or rented or loaned to any insured, or
  - (2) any other watercraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under an incidental

contract, or

(2) expenses for first aid under the Supplementary Payments provision;

- (h) to hadily injury or property damage for which the insured or his indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
    - by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic heverage, or
    - (ii) by reason of the selling, serving or giving of any elcoholic beverage to a minor or to a person under the influence of elcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
  - (1) property owned or accupied by or rented to the insured.
  - (2) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
  - but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises ewned by, rented to or controlled by the named losgred;
- to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have

been out to use by any per. or organization other than an insured:

(n) to property damage to the named insured's products prising out of such products or any part of such products:

(a) to property damage to work performed by or on behalf of the named insured arising out of the work or any partion thereof, or out of materials, parts or equipment furnished in connection therewith;

(n) to damages claimed for the withdrawel, inspection, capair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency

(q) to property damage included within:

(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x".

(2) the collapse hazerd in connection with operations identified in this policy by a classification code number which includes the symbol "c".

(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

#### IL PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(h) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate

manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration

> an employee of the named insured while operating any such equipment in the course of

his employment, and

(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

(1) bodily injury to any fellow employee of such person injured in the course of his employment, or

(2) property damage to property owned by, rented to. in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy. (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of hadily injury or graperty damage, the company's liability is limited as follows:

Bodily Injury - The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each

Subject to the above provision respecting "each occurreace", the total liability of the company for all damages because of (1) all bodky injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Property Damage - The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below:

(2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all property damage included within the products hazard and all property damage included within the

completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2) separately with respect to each project away from premises owned by or rented to the named insured.

Bodity Injury and Property Damage - For the purpose of determining the limit of the company's liability, all bedily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV. POLICY TERRITORY

This insurance applies only to hodily injury or property damage which occurs within the policy territory.

# GENERAL SCHEDULE—SECTION II SMP LIABILITY INSURANCE

MP 99 91 (Ed. 07 77)

#### **Description of Hazards and Locations**

The rating classifications herein, except as specifically provided elsewhere, do not modify	Code	Premium Bases	R	ates	Advance	Premiums
any of the provisions of the policy.	No.	t	<b>◆B.I.</b>	P.D.	<b>◆B.i.</b>	P.D.
(a) Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sc (b) Per Linear (c) Per \$100 c	p. Ft. of Area Foot of Remuneration	Form Sin	Liability Insurance gle Limit,
(b) Escalators		(d) Number Insured	(d) Per Landin	g	Use B.I.	
(c) Independent Contractors—Let or Sublet Work		(e) Cost	(e) Per \$100 c	of Cost		remium for
(d) Completed Operations	L	(f) Receipts	(f) Per \$1,000		Insurance	Medical Payment in B.I. Column.
(e) Products		(g) Sales	(g) Per \$1,000	of Sales		
a) Premises - Operations			İ	} ⁻ .		
Colorado:	l				i .	
Buildings or premises -		·	İ			
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Geophysical Exploration-	1		1			
all employees - (313)	13841	c) 300,000	-468	.107	1,404	321
Arizona:			<u> </u>			
Geophysical Exploration -				'. :'		
all employees - (313)	13841	c) 50,000	.659	-141	-330	71
Montana:		÷ .				
Geophysical Exploration -						
all employees - (313)	13841	c) 110,000	.544	.114	· <b>598</b>	125
•		_,,				
c) Independent Contractors	(		l			
Construction Operations -	)					
contractor (not railroads)-		;	· .			
excluding operations on board	16001	1 505 555				; }
ships - (315)	16291	e) 500,000	.026	.011	130	55
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†Describe premium basis, if other than stated.

#### CHANGE ENDORSEMEN

MP 12 01 (Ed. 02 79)

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•				50	0-VD9	1								
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MP 12 01 (Ed. 02 79)

#### **CHANGE ENDORSEMEN**

MP 12 01 (Ed. 02 79)

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1776 Lir	ico1	n St	reet, Suite	910			Box 18-S		-		
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COVERA	\GE		L	IMITS OF LIABIL	ΠY			PREMIUMS			
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COVERAGE	LIMITS O	FLIABILITY	1	PREMIUMS	
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SMP Liability Insurance Form: Bodily Injury and Property Damage Liability (Combined Single Limit)	\$ ea. Occurrence \$ Aggregate	\$ ea. Occurrence \$ Aggregate	\$	\$	\$
Premises Medical Payments  SMP Liability Insurance Form  Medical Payments Coverage Part	\$ ea. Person \$ ea. Accident	ea. Person  8 ea. Accident	\$	\$	\$
Forms other than SMP Liability Insurance Form Specify Coverage Part	BODILY IN.  \$ ea. Occurrence \$ Aggregate	\$ ea. Occurrence \$ Aggregate	\$	\$	\$
	PROPERTY DA \$ ea. Occurrence \$	MAGE LIABILITY \$ 8a. Occurrence \$	\$	\$	\$
Revised Dual Limits:	Aggregate	Aggregate		1	the second

Previous Installments Additional Premium Revised Installments Return Premium 05/12/84BB:LG 2. 3. Dates of subsequent installments, 04/05/84 if payable in annual installments:

REMIUM DUE AT EFFECTIVE DATE OF ENDORSEMENT: Endt. #5a \$WAIVED P/R .721 Total for remainder of policy term:

INSTALLMENT PAYMENT PREMIUMS

MP 12 01 (Ed. 02 79) _ Hecla 104(e) 3028 Agency, By.

#### POLICY ENDORSEMENT

ffective Date	e of Change	6-1-84 Policy Ef	fective Date <u>12-24</u> -83	Endorsement	No6a
		This policy is hereby	amended by items marl	ked X below:	
		All Other Term	and Conditions Remain U	nchanged	
	ddress of Insured	amended as shown below. is amended as shown below. dded/amended as shown below own below.	Description of Loss Payable cl	verage is amended as show property covered is amen ause is added/amended a mended as shown below.	ided as shown below. s shown below
•					
•		ts the following Col ips, the following a			-
-	As respec	ts the Middle Buttes	Partners -	· •	
٠	General P	artner			
• •	Coca Mine		·		
	Limited P	artner			· .
	Thomas E. William J	Congdon & . Carey		,	
. •		ts the Hardscrabble 1	Partners, Ltd		
	General Pa		•		
•	Coca Mine	inc.			
	Limited Pa	irtners			
		Congdon, William J. H. Congdon, Daniel			
No Pren	nium Adjustme	nt:			
☐ Premiur	n Adjustment w	vill Follow:			
	•	orsement Effective Date:	Additional Premium \$	Return Premium	
		Payable in Installments:			
Dat	tes Due	Original Installments \$	Increase \$	Decrease \$	Revised Installments \$
		\$	\$	\$	\$
To	tal Premium to	Policy Expiration	\$	s	

Coca Mines, Inc. 1776 Lincoln Street, Suite 910 Denver, CO 80203

Hecla 104(e) 3029

The Van Gilder Agency Co.

Denver, Colorado 80203

COMPANY CONFIDENTIAL

35/24/04	, forms part of Policy No FC 1968	6 .50
ines, Inc.	5C0-VD9	***************************************
LOYERS. FIRE	. INSURANCE. COMPANY	
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ient (Form # MP1	1201 #6a, if any), dated 8/23/84	, and effective
y declared null an	d void.	
	Countersigned: Nod M.S	Hice
	Van Gilder Agency Co.	resentative)
Cancelation Form	injuncy co.	05-10161
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#### **CHANGE ENDORSEMENT**

MP 12 01 (Ed. 02 79)

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COMPANY CONFIDENTIAL

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#### **CHANGE ENDORSEMENT**

MP 12 01

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Hecla 104(e) 3032

COMPANY CONFIDENTIAL

MP 12 01 (Ed. 02 79) .

ncy, By Jed M. Steel

COCA 000242

BUSINESS CONFIDENTIAL

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COMPANY CONFIDENTIAL

MP 12 01 (Ed. 02 79)

			Page	≥ 1 of 2	(Ed. 02 79
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ENDORSEMENT EFFECTIVE DATE POLICY NUMBER			RM YRS	FROM 12/24/83	12/24/84
8/31/84 FC W68 96 50			YKS	12/24/03	12/24/04
COMPANY THE EMPLOYERS' FIRE INSURAN	NCE COMPA	ANY			
INSURED'S NAME AND MAILING ADDRESS 5CO-VD9	1			VE'S NAME AND MA	
Coca Mines, Inc.	Van (	Gila	der A	Agency Com	pany
1776 Lincoln Street, Suite 910	700 I	3roa	adway	y, Suite 1	035
Denver, CO 80203	Denve	er,	CO	80203	
	PRODUCER COD	E		05-10	161
SECTION I: It is agreed the Tehachapi, Willow Springs Rown has been added as shown below that is also agreed that contempts.	oad, Kerr ow. ents cove	ı Co	ounty re fo	or Loc. 1	has
been increased by \$3,696. (or	ı a Sharr	Co	pier	c) to \$153	,276.
Loss Payable Clause CF1218 i	is added	as	per	attached.	
SPECIFY FORM NOS. AND EDITION DATES AFFECTED BY POLICY CHA	ANGES: C	F 1	218		

#### SECTION I-PROPERTY COVERAGE

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#### SECTION II-LIABILITY COVERAGE

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Previous Instailments Revised Installments Additional Return Premium Dates of subsequent installments, \$ \$ Total for remainder of policy term:

MP 12 01 (Ed. 02 79)

Hecla 104(e) 3034

Agency, By

↓ #10a **¢coca 000244 BUSINESS CONFIDENTIAL** 

Total for remainder of policy term:

MP 12 01 (Ed. 02 79)

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CCOCA 000245 BUSINESS CONFIDENTIAL

Total for remainder of policy term:

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#### **CHANGE ENDORSEMENT**

MP 12 01 (Ed. 02 79)

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MP 12 01 (Ed. 02 79) Agency, By COCA 000246 BUSINESS CONFIDENTIAL

#### REPLACEMENT COST COVERAGE ENDORSEMENT

MP 04 20 (Ed. 01 83

This endorsement applies only with respect to the premises described in the following Schedule and affords insurance on a replacement cost basis only o the property described below.

#### **SCHEDULE**

Location Of Premises Location No. Building No. Property Covered on a Replacement Cost Basis

(Specify Building or Personal Property of the Insured or both) Personal Property

Location #1, Bldg. #1 Location #2, Bldg. #1

- 1. Replacement Cost Clause: The provisions of Section I of this policy applicable to the property described as covered on a replacement cost basis are amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy, and the Coinsurance Clause of this endorsement supersedes and replaces all other Coinsurance Clauses otherwise applicable, subject in all other respects to the provisions of this endorsement and of Section I of this policy.
- 2. This policy does not cover the following property on a replacement cost basis:
  - (a) stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith;
  - (b) property of others;
  - (c) household furniture or residential contents;
  - (d) manuscripts:
  - (e) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity or antiquity.
- 3. The Company shall not be liable under this endorsement for any loss unless and until the damaged or destroyed property is actually repaired or replaced by the insured with due diligence and dispatch.
- 4. Coinsurance Clause: This Company shall not be liable for a greater proportion of any loss or damage to the property covered under this policy than the limit of liability under this policy for such property bears to the amount produced by multiplying the coinsurance percentage applicable (specified in this policy) by the total of (a) the replacement cost (without deduction for depreciation) of that part of-said property which is specifically described as covered on a replacement cost basis and (b) the actual cash value of that part of said property which is covered on an actual cash value basis at the time of loss.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required provided that nothing herein shall be construed to waive application of the first paragraph of this clause.

If insurance under Section I of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered unde each such limit of liability.

The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination o actual cash value or replacement cost when applying the Coinsurance Clause.

- 5. This Company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amounts:
  - (a) the amount of this policy applicable to the damaged or destroyed property;
  - (b) the replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or
  - (c) the amount actually and necessarily expended in repairing or replacing said property or any part thereof.
- 6. The insured may elect to make claim under this policy in accordance with its provisions, disregarding this endorsement, except that the foregoing Coinsurance Clause shall apply; and the insured may make further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided the Company is notified in writing within 180 days after loss of the insured's intent to make such further claim.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

MP 04 20 (Ed. 01 83)

Hecla 104(e) 3037

COMPANY CONFIDENTIAL



CF 12 18 (Ed. 05 77)



COMPANY The Employers' Fire Ins. Co.	POLICY NO. FCW689650	AGENCY Van Gilder Agency
Loss, if any, shall be adjusted with the insured and s Corp., P.O. Box 22564, Deriver, CO	hall be payable to the Insured and 30222	Republic Financial  as their interests may appear.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

CF 12 18 (Ed. 05 77)



CF 12 18 (Ed. 05 77)



COMPANY	POLICY NO.	AGENCY
The Employers' Fire Ins. Co.	FCW689650	Van Gilder Agency
Loss, if any, shall be adjusted with the insured and sh		The Stockroom,
114 W. Goodwin, Prescott, Arizona 8	6301	as their interests may appear.

This Endorsement must be attached to Change Endorsement when Issued after the Policy is written.

Applicable to: Sharp Model SF781 Copier, #262-01727, value \$3,600

CF 12 18 (Ed. 05 77)

L 6112 (Ed. 3-81)

# GL 99 16 (Ed. 03 81) AMENDMENT — LIMITS OF LIABILITY (Single Limit) (Policy Aggregate Limit)

lifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

OWNERS', AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

OWNERS', LANGLORDS' AND TENANTS' LIABILITY INSURANCE

, forms a part of policy No.

12:01 A.M. standard time)

**Authorized Representative** 

#### SCHEDULE

Coverages	Limits of Liability						
and Property Damage Liability	\$ 1,000 ,000 each occurrence \$ 1,000 ,000 aggregate						

solicy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are

under this policy. (2) persons or r property damage, or (3) claims rolly injury or property damage,

age Liability:

chedule of this endorsement as he total limit of the company's lamages for care and loss of a property damage sustained by ions as a result of any one at to any occurrence for which it security, or when this policy is allify under the provisions of the

Motor Vehicle Financial Responsibility Law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

(b) If an aggregate amount is stated in the Schedule, then, subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bedily injury and property damage which occurs during each annual period while this policy is in torce commencing from its effective date, shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate".

(c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

	PRODUCER		PRODUCER CODE
	Van Gilder Agenc	y Co./Den	05-10161
fective 12/24/83 f	orms part of Policy No	FCW6896	550
es. Inc.	5CO-VD9		•
ipany indicated below by	an "X".		
AMERICAN EMPLOY	THE EMPLOYERS' FIRE		THERN ASSURANCE Y OF AMERICA
reby understood and agr			
wided under Section II of gas or oil well drilling of		ng operation	ns
			•
i Insured		· · · · · · · · · · · · · · · · · · ·	_
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PRODUCER	PRODUCER CODE
Van Gilder Agency/Dver	
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fective12/24/83	forms part of Policy No. FCW689650
es. Inc.	5CO-VD9
pany indicated below by	
AMERICAN EMPLO INSURANCE COMP Endo	YERS' THE EMPLOYERS' FIRE THE NORTHERN COMPANY OF A
	ditional Insureds as their interests
d G. Burton an Juan Place sa, California 92041	D.A. & Carol Heisler 19275 South Midhill Dr. West Linn, OR 97068
nley Allen, Jr. and crooks Allen ox 807 nta, CA 92253	Arthur E. Masters Jean T. Masters 6100 Bel Aire Way Bakersfield, CA 93309
o DiMattio & Eva DiMat O. Box 20 ster, CA 93534	tio Richard M. Winn and Dorothy L. Winn c/o 24121 Dylan Ct. El Toro, CA 92630
r J. Igel and ay Igel D. Box 236 e Springs, CA 95682	Oscar Dean Wright, III, Edmund Dwight Wright and Deann Wright Meany c/o 217 Belmont Long Beach, CA 90803
: E. Iggulden & en Iggulden .E. Lambert nd, OR 97206	Harry P. Stelly Star Route 1, Box 100 Rosamond, CA 93560
Butte Mine, Inc. eekside Drive Ito, CA 94306	John D. Murchison Coke Anne Saunders Mary Noll Lamont

lic Financial Corporation, P.O. Box 22564, Denver, CO 80222

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T 1

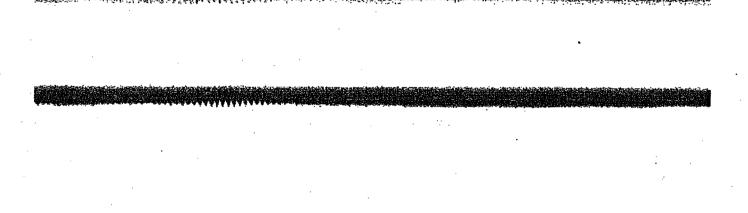


COMPANY	POLICY NO.	AGENCY
THE EMPLOYERS' FIRE INS.CO.	FC W68 96 50	Van Gilder Agency Co.
Loss, if any, shall be adjusted with the Insured and sh	all be payable to the insured and $\underline{\mathbf{Im}}$	perial Thrift & Loan
Association, 1170 W. Shaw	Avenue, Fresno, CA	as their interests may appear.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

As respect Loc. 1): for The Sharp Copier - \$3,696. - located at Star Route 1, Box 253, Rosamond, CA 95360

CF 12 18 (Ed. 05 77)





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Denver	,	-				PROD	UCER C			-101	61		
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AP Liability In Bodily Injury Damage Liabil	and Pro lity	perty	ea. Occu \$		\$		a. Occurrence			\$		\$	
(Combined Sir Premises Med			Aggn	egate	\$	Aggreg	Aggregate			<del> </del>		<del> </del>	
SMP Liability Form	insurai	ice	ea. Perso	m.	• 1 .		a. Person						
Medical Paym Coverage Parl	ents 		\$ ea. Accid	lent	<u>'</u>	ea. Accide	nt ·	\$		\$	•	\$	
Forms other t	han		BC	DILY IN	URY LIAB	LITY			-				
SMP Liability Insurance Form Specify Coverage Part			s ea. Occu	rrence	\$	ea. Occurrence		\$		\$		\$	
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MIUM DUE A				EMEIVE.		PRF .	160	2	152.	S	<del></del>		-

TON	B: Do NOT complete straching clause if endorseme	nt is issued with policy at its incep	tion.
Thes	endotsement, effective	ut of Policy Ita.:	•••••
laşue	ed to		.,
<b>b</b> y:	Hame of Instructor	Designativ	
	-constitutions	Actionized Representative	***************************************
	CONTRACTORS EQUIPMENT F	LOATER (BROAD FORM)	
	1. PROPERTY C		
cceding	lifey covers on property belonging to the insured or for wh the amount epecified in respect to each of the items des sand pecils insured against.	ich the insured may be Hable, describe cribed, against loss or damage thereto,	directly caused by
	II. LIMITS OF LIABILITY - SC	usoid sac monorowy	
THIS.CC	ii. Limits of Liability - sci MPANY SHALL NOT BE LIABLE FOR MORE THAN <u>N</u>		v-nine and no/10
at may or DOLLA	ne location at my time, not for more than .nine thousan		9,139
	SCHEDULE OF I	DOUBBLY	
Item No.		Manufacturers and Serial Nos.	Assount Insuned
i.	ULF Receiver with Aluminum carrying cas	#1180	\$4,419
			44,413
2.	MP-1 Portable Proton Precision Magnetom	eter, complete 8106747	3,820
3.	3000 watt Homelite Generator, MdL 131A3		
	•	81941425 Total	900 59,139
	•	• • • • • • • • • • • • • • • • • • • •	
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	III. PERILS I	KSURED	٠.
This po where is	licy insures against all risks of direct physical loss of or a dispolicy.	damage to the property covered, excep	t as provided else-
	IV. DEDUC	risle:	
Esch ci of each	sis for loss or damage caused by or resulting from all per adjusted claim, the sme of	ils insured shall be adjusted separately il be deducted.	and from the amount
	Y. TERRITORIA		
Thin po States, Alaska,	plicy insures only while the property is at locations within the District of Columbia, Puerto Ricu or Canada, encin Hawaii or Puerto Rico, but subject always to the Hautsule	or is in transit within and hetween the fing property shipped via the Panana us, conditions, exclusions and exceptio	states of the thilled Capel, as to or from as stated bessin.
	VI. EXCLI	SIONS	
This pa	dicy does not insure:		
trailers	tor trucks and motor truck type tractors and their and semi-trailers designed for highway use; plans,	(C) Property which has become a pe- building structure or installation;	
teconds	·	(D) Loss or damage to property while while in due course of transportation or	waterborne, except i regular (emies;
(B) As	y property insured kermader while located under-	(E) Damage to electrical systems of	r equipment due to

shost circuiting, blowout or other electrical disturban (except lightning) within the property unless fire easure and then this Company shall be Hable only for durage a sulting from fire;

- (F) Loss or damage to crane or denick boom(s) while being operated unless directly caused by fire, lighting, heil, windstern, explosion, sirend, other vehicles, land-slide or overturning of the unit of which it is a part;
- (G) Loss or damage to mounted tires or tubes unless the loss or damage is caused by fire, windstom, theft or is co-incident with other loss or damage insured by this policy;
- (ii) Against wear and teas, intent defect, inherent vice, deterioration, enchanteal or electrical heratdown or failure; against loss by freezing, damprass of amosphere or changes of temperature; against danage occasioned by any repairing, adjusting, servicing or other undatenance operation unless fire ensures, and then this Coopary shall be liable only for the loss or damage by such ensuring fire;
- (1) Brestage or rust, unless such breakage or rust is the direct result of (1) collision, deraiment or overtom of the conveyance, (2) fire or tighning, (3) explosion, (4) anti-cious damage, (5) aircruft damage, (6) windstown, filod or earthquike, (7) collision of properly insured hereunder with another object, (8) upset of the property insured here-under, or (9) theft or attempt thereat;
- (j) Loss or damage occasioned by the weight of a load exceeding the manufacturers designed capacity of any machine;
- (K) Theft, conversion; or other dishonest act on the past of any person(s) to whom the located property is entrusted, or any person(s) in the service or employment of the lo-saired whether or not occurring during the hours of such service or employment;

- (1.) Unexplained loss, systemous disappearance or short-age disclosed by taking inventory;
- (M) Against delay or loss of use how
- (N) Loss or danage occasioned by the neglect of the in-sured to use all seasonable speans to save and preserve the property at and efter any disaster insured against or when the property is endangered by fire in neighboring prenises, or when the insured has notice of any impending disaster;
- (0) Loss or damage caused by strikers, locked-out work-men or persons taking part in labor disturbances or strising from riots or civil commutions;
- from riots or civil commotions;

  (P) Against loss or demage caused by or resulting from:
  (I) hostile or wariake action in time of peace or war, including action in hindering, combating or defending against
  an actual, impending or expected statch (a) by any government or sovereign power (do june or de facto), or by any
  suthority maintaining or using military, nawal or sir forces;
  or (b) by military, nawal or sir forces; or (c) by an agent of
  any such government, power, suthority or forces; or (2) any
  weapon of war employing atomic flasion or radioactive
  force whether in time of peace or war; or (3) instruction,
  rebetlion, revolution, civil war, usomed power, or action
  taken by governmental anotherly in hindering, combating or
  defending against such an occurrence, seituar or destruction under quarantine or customs requisitions, confinention
  by suder of any governments or public authority, or risks of
  contenhand or illegal transportation or trade;

  (1) Against loss by anyther processor or process reddening
- (Q) Against loss by anclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncoalrelled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in past caused by, contributed to, or aggravated by the perilid) instead against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or oneclear radiation or radioactive contamination is insured against by this policy.

#### VII. SPECIAL CONDITIONS

A. ACQUISSTICN: Such insurance as is afforded by this policy is extended to cover additional items of a nature similar to those acheduled hereunder which are the property of the Insured and which are acquired aspecurat to the attachment of this insurance, in consideration of the agreement by the insured to report such additional items within 30 days of the date they are acquired, and to pay full premium upon them, from the date acquired at pre-rate of the rate of this policy. It is agreed that (1) the Company will cease to cover such items at the end of the said 30 days if they are not reported within that itae, and that 120 the Obligation of the Company with respect to such additionally acquired property shall not exceed in any loss, expense, salvage charges, or all combined:

- (1) the actual cush value of such property; or
- (2) \$25,000 (Twenty Pive Thousand Dollers); whichever of these amounts is the lesser.
- B. COMSURANCE: The Company shall not be liable for a

greater proportion of any loss or damage to the property described herein than the anomal instead under this policy boars to 100% of the actual aggregate value of said prop-sity at all places where coverage is afforded herein at the time such less shall occur, but in no event for more than:

- (1) the actual cash value of the property at the time of such loss or damage; or
- [2] the amount of insurance specified above for the property so lost or damaged;

Each item of the schedule is deemed to be separately fo-sured. "Actual cash value" shall in all cases include proper deduction for depreciation, however caused.

C. It is a condition of this insurance, that all stricles in-sored hereunder are in sound condition at the time of at-tachment of this insurance.

#### VIII. GENERAL CONDITIONS

- ABANDONMENT: There can be no abandon supany of any property.
- B. OTHER INSURANCE: If at the time of loss or demage there is available to a passed or manused insured or any other interested party any other insurance which would ap-ply in the absence of this policy, the insurance moder this policy shall apply only as excess insurance over such other insurance.
- C. ASSIGNMENT: This policy shall be void if assigned or transferred without the written consent of the Company.
- t). LABELS: In case of damage from pedis insured against affecting labels, capsules or wappers, the Company shall not be liable for more than the cost to said insured of new labels, capsules or wappers and the cost of calabelling or
- E. MPAIRMENT OF RECOVERY RIGHTS Any act or agreement by the insured before or after loss or desings whereby any right of the insured to recover in whole or in part for loss or dessage to property covered becember against any carrier, balloe or officer party liable therefore, is referenced, impoirted or losst, shall render this policy stall and vaid, but the lassurer's right to retain or recover the permisses shall not be affected. The Company is not liable for my loss or dessage which, without its written consent, has been settled or composed only the insured.
- F. EXAMINATION OF RECORDS: The insured shall, as often as may be reasonably required during the term of this policy and for one year thereafter, produce for examination by the Company or its duty authorized representative all the books and records, invented ea, and eccounts relating to the property covered becamber.
- G. COMPANY'S OPTIONS: It shall be epilonal with the Company to take all, or any part of the property at the

- agreed or appraised value, or to repeir, rebuild or replace the property denturyed or damaged with other of like kind and quality within a reasonable time on giving notice of its intention on to do within sixty (60) days after the receipt of the proof of loss herein required.
- H. PRIVILEGE TO ADJUST WITH OWNERS: In the event of lose or damage to property of others held by the insured for which claim is under upon the Company, the right to adjust such loses or damage with the owner or owners of the property in reserved to the Company and the receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the insured as respects my such losx or damage, the Company reserves the right at its option without expense in the insured, to conduct and control the defense on behalf of sud in the same of the insured. No action of the Company in such regard shall increase the liability of the Company made this policy, nor increase the liability of the Company in the policy.
- CLAMS AGAINST THIRD PARTIES in the event of any loss or damage to the property covered hereunder, the houred shall insectiately usine claim in writing against the camica(s), ballen(s) or others involved.
- A WAVER: No one shall have the power to waive any provision or condition of this policy, except such as by the terms of this policy, may be the subject of agreement added beretus, nor shall may such provision or condition to held to be weived unless such waiver shall be in writing added hence, nor shall may provision or condition of this policy or any forfeiture be held to be weived by any requirement, and the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy of the policy o

Subject to all other terms and conditions of the policy to which this form is attached.

LIABILITY

GL 21 04 (Ed. 07 66) G 304

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L 9141

(Ed. 7-66)

#### **EXCLUSION**

(Completed Operations Hazard and Products Hazard)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

(12:01 A. M., standard time)

This endorsement, effective

, forms a part of policy No.

issued to

by

Authorized Representative

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to hoddy injury or property damage included within the Completed Operations Hazard or the Products Hazard.





#### PRODUCER

New

RENEWAL OF OR PREVIOUS NO.

05-10161

#### POLICY NUMBER

5CO-VD9

FcW61 47 20

Come

GRANDERS AND SPECIAL MULTI-PERIL POLICY STANDARD CONTROL OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIAL PROPERTY OF SPECIA

Eial Union Assurance Companies

Boston, Massachusetts

The Company issuing this policy is indicated by the first letter in the POLICY NUMBER, as follows:

C-COMMERCIAL UNION INSURANCE COMPANY

A -AMERICAN EMPLOYERS' INSURANCE COMPANY

F-THE EMPLOYERS' FIRE INSURANCE COMPANY

N-THE NORTHERN ASSURANCE COMPANY OF AMERICA A STOCK COMPANY

@Van Gilder Agency (3)

INSURORS

700 BROADWAY SUITE 1035 P.O. BOX 18-S

P.O. BOX 18-S DENVER, COLORADO 80218

2. Policy Period: From

**DECLARATIONS** 

Item 1. Named Insured and Mailing Address (Number, Street, Town or City, County, State, Zip No.)

Coca Mines, Inc.

12-24-82

1776 Lincoln St., Ste 1100 Denver, Colorado 80203

ro 12-24-83

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mises.

In Consideration of the premium insurance is provided the named insured with respect to the designated premises shown in Item 4 below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

3. <u> </u> T	he Named Insured is: 🔲 Individual 🖄 Corporation 🖂 Partnership 🗍 Joint	Venture 🔲 0	ther:					
1.	Designated Premises (Enter "Same" if same location as above)		Occupancy of Premises					
N	lo. 1. Same	•	Office					
N	ło. 2.			•		٠,		
	fo, 3.							
	nsurance is provided with respect to the designated premises and with respondence is policy including forms and endorse				of property (	ior which a s	pecific limit	of liability is
		Coinsurance Percentage Applicable	Limit of Liability					
	SECTION 1 PROPERTY COVERAGE		Loc.	81dg. No. 1	Lec.	Bidg. No.	Loc.	Bldg.
B	uilding(s)	<u> </u>	\$		\$		\$	
P	ersonal Property of the Insured	80%	\$ 10	.000	\$		\$	
P	ersonal Property of Others		\$	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	8		\$	
A	dditional Coverage (Specify)					• .		
D	eductible: \$ each occurrence, \$	ag	gregate	each occurre	ence.			
1	no deductible stated above, the deductible shall be \$100 each occurrence,	\$1,000 aggreg	ate eac	h occurrence	<del>)</del> .			
	SECTION II — LIABILITY COVERAGE — SEE SPECIAL MUL	TI-PERIL POL	CY LIAE	BLITY SUPP	LEMENTAL D	ECLARATIONS	<u> </u>	
SI	ECTION 111 CRIME COVERAGE []	Limite	ac etato	d in the end	arcamant ma	da nart of thi	le Dolley If it	ndicated by (X)
SI	ECTION IV — BOILER AND MACHINERY COVERAGE []	Flimes	83 3(B)C	o m ore ene	or someny me	ac hast of all	13 1 GHCJ, 11 1	micated by [X]
F	orms and Endorsements made part of this Policy at time of issue applicable to All Sections: MP 00 90 (7–77) Endt #1							
	Section I Only: MP0014 (7-77), MP0420 (7-77)	).						· · · · · · · · · · · · · · · · · · ·
r	Section II Only: G801 (9-78), G802 (7-77), MP9	9991 (7-7	7), L	6111, L	6112, Er	ndt #2	<del></del>	
Γ	Section III Only:					······································		
	Section IV Only:							
N	lortgagee: (Name and Address)							
	he Total Advance Premium is \$ 895 and is payable \$ 895			on, and \$ _			h anniversary	
	niess indicated by an X in the box below as "NOT APPLICABLE", the premium in the basis of the rates in effect at each anniversary date.		ts subse	equent to the	e Initial insta	ilment shali i	be subject to	adjustment
ınte	rsignature Date Agency at	Cal	ok	ad Dage	ent	Dest	M.S	Stul
his	IN WITNESS WHEREOF, this Company has executed and attested these present: Company at the agency hereinbefore mentioned.					enter igneral b	y tedina	uthorized Agent
,	· · · · · · · · · · · · · · · · · · ·	Hecla 1	14(e)	2075	1	//		

RAYMOND M. DEFOSSEZ Secretary

COMPANY CONFIDENTIAL

Hecla 104(e) 2975

Howard H. Ward HOWARD H. WARD President

G800 (Ed. 7-1-77) (This Policy is completed by attachment of Section II — Special Multi-Peril Policy Liability Supplemental Declarations Form COCA 000258

BUSINESS CONFIDENTIAL

The following Conditions apply to Section 1 and 11 except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

Premium. All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.

If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the Company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the Company.

- 2. Time of Inception. To the extent that coverage in this policy replaces coverage in other policies terminating moon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.
- 3. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, the Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Notice of cancellation addressed to the named insured and mailed to the mailing address shown in the Declarations shall be sufficient notice to effect cancellation of this policy.

- Concealment or Fraud. This policy is void if any insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.
- Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. However, if the named insured shall die, this insurance shall apply:
  - (a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such; or
  - (b) to the person having temporary custody of the property of the named insured but only until the appointment and qualification of the legal representative.

#### 6. Subrogation.

- (a) In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- (b) The Company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss; however, it is agreed that the insured may:
  - (1) as respects properly while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
  - (2) as respects property in transit, accept such bills of lading receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
- 7. Inspection and Audit. The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- 8. Liberalization Clause. In the event any filing is submitted to the insurance supervisory authorities on behalf of the Company, and:
  - (a) the filling is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and
  - (b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;

the benefit of such extended or broadened insurance shall inure to the benefit of the insured as though the endorsement or substitution of form had been made:

- 9. Insurance Under More Than One Coverage, Part or Endorsement. In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the Company shall not be liable for more than the actual loss or damage sustained by the insured.
- 10. Waiver or Change of Provisions. The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

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- 1. Policy Period, Territory. Section I of this policy applies only to loss to property during the policy period while such property is within or between the fifty states of the United States of America, the District of Columbia and Puerto Rico.
- 2. Deductible. Unless otherwise provided in the Declarations:
  - (a) The sum of \$100 shall be deducted from the amount of loss to property in any one occurrence. This deductible shall apply:
    - (1) separately to each building, including personal property
    - (2) separately to personal property in each building if no coverage is provided on the containing building; and
    - (3) separately to personal property in the open (including within
  - (b) The aggregate amount of this deductible in any one occurrence shall not exceed \$1,000.
- 3. Coinsurance Clause. The Company shall not be liable for a greater proportion of any loss to property covered than the limit of liability under this policy for such property bears to the amount produced by multiplying the actual cash value of such property at the time of the loss by the coinsurance percentage stated in the Declarations.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 596 of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required providing that nothing herein shall be construed to waive the application of the first paragraph of this clause.

If insurance under Section 1 of this policy is divided into-separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

- Removal. This policy covers loss by removal of the property covered hereunder from premises endangered by the perils insured against, and the amount of insurance applies pro rata for five days at each proper place to which such property shall necessarily be removed for preservation.
- 5. Debris Removal. This policy covers expense incurred in the removal of debris of the property covered which may be occasioned by loss by any of the perils insured against in this policy. The total amount recoverable under this policy for both loss to property and debris removal expense shall not exceed the limit of liability applying to the property. Cost of removal of debris shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.
- 6. War Risk And Governmental Action Exclusion. This policy under Section I shall not apply to loss caused, directly or indirectly, by or due to any act or condition incident to the following:
  - (a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being under-stood that any discharge, explosion or use of any weapon of war emoldying nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;
  - (b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or custom's regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- 7. Nuclear Clause And Nuclear Exclusion.
  - (a) Nuclear Clause (Not Applicable in New York). The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this

policy. However, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

- (b) Nuclear Clause (Applicable only in New York): This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.
- (c) Nuclear Exclusion (Not Applicable in New York): Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy, and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke". This clause applies to all perils insured against hereunder except the peril of fire, which is otherwise provided for in the nuclear clause above.

#### 8. Other Insurance.

- (a) If at the time of loss there is other insurance written in the name of the insured upon the same plan, terms, conditions and provisions as contained in this policy, herein referred to as Contributing Insurance, the Company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such loss.
- (b) If at the time of loss there is other insurance other than that as described in (a) above, the Company shall not be liable for any loss bereunder until:
  - (1) the Liability of such other insurance has been exhausted; and
  - (2) then for only such amount as may exceed the amount due from such other insurance, whether collectible or not.
- 9. Duties Of The Named Insured After A Loss. In case of loss the named insured shall:
  - (a) give immediate written notice of such loss to the Company:
  - (b) protect the building and personal property from further damage, make reasonable temporary repairs required to protect the property, and keep an accurate record of repair expenditures;
  - (c) prepare an inventory of damaged personal property showing in detail, quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory:
  - (d) exhibit the remains of the damaged property as often as may be reasonably required by the Company and submit to examination un-
  - (e) submit to the Company within 60 days after requested a signed. sworn statement of loss that sets forth to the best of the named insured's knowledge and belief:
    - the time and cause of loss;
    - (2) interest of the insured and all others in the property involved and all encumbrances on the property;
    - (3) other policies of insurance that may cover the loss;
    - (4) changes in title or occupancy of the property during the term of the policy;
    - (5) specifications of any damaged building and detailed estimates for repair of the damage;
    - (6) an inventory of damaged personal property described in (c)
  - (f) give notice of such loss to the proper police authority if loss is due to a violation of law.
- 10. Appraisal. If the named insured and the Company fail to agree on the amount of the loss, either can demand that the amount of loss be set by appraisal. If either party makes a written demand for appraisal, each shall select a competent independent appraiser. Each shall notify the other of the selected appraiser's identity within twenty (20) days of the receipt of the written demand.

The two appraisers shall select a competent, impartial umpire. If the appraisers are unable to agree upon an umpire within fifteen (15) days, the named insured or the Company may petition a judge of a Court of Record in the state where the insured premises is located to select an umpire.

The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to the Company, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of loss.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire shall be paid equally by the named insured and the Company.

- 11. Company Options. If the Company gives notice within thirty (30) days after it has received a signed, sworn statement of loss, it shall have the option to take all or any part of the property damaged at an agreed value, or to repair, rebuild or replace it with equivalent property.
- 12. Abandonment Of Property. The Company need not accept any property abandoned by an insured.
- 13. Payment Of Loss. The Company will pay all adjusted claims within thirty (30) days after presentation and acceptance of the proof of loss.
- 14. Privilege To Adjust With Owner.
  - (a) Except as provided in (b) below, or unless another payee is specifically named in the policy, loss, if any, shall be adjusted with and payable to the named insured.
  - (b) In the event claim is made for damage to property of others held by the insured, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Company and the receipt of payment by such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made.

If legal proceedings be taken to enforce a claim against the insured as respects any such loss or damage, the Company reserves the right at its option without expense to the insured to conduct and control the defense on behalf of and in the name of the insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.

- 15. Suit. No suit shall be brought on this policy unless the insured has complied with all the policy provisions and has commenced the suit within one year after the loss occurs.
- 16. Permits And Use. Except as otherwise provided, permission is granted:
  - (a) to make alterations and repairs;
  - (b) in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the poticy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.
- 17. Vacancy, Unoccupancy and Increase of Hazard.
  - (a) This Company shall not be liable for loss occurring while a described building, whether intended for occupancy by owner or tenant is vacant beyond a period of sixty consecutive days. "Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building, but a building in process of construction shall not be deemed vacant.
  - (b) Permission is granted for unoccupancy.
  - (c) Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the insured.

18. Protective Safeguards. If as a condition of this insurance that the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance only as respects the location or situation affected for the time of such discontinuance.

- 19. Mortgage Clause—Applicable Only To Buildings. This clause is effective if a mortgagee is named in the Declarations. The word "mortgagee" includes "trustee". Loss to buildings shall be payable to the named mortgagee as interest may appear, under all present or future mortgages on the buildings described in the Declarations in order of precedence of mortgages on them.
- As it applies to the interest of any mortgagee designated in the Declarations, this insurance shall not be affected by any of the following:
  - (a) any act or neglect of the mortgagor or owner of the described buildings;
  - (b) any foreclosure or other proceedings or notice of sale relating to the property;
  - (c) any change in the title or ownership of the property;
  - (d) occupancy of the premises for purposes more hazardous than are permitted by this policy;

provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee shall, on demand, pay the premium

The mortgagee shall notify the Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the mortgagee. Unless permitted by this policy, such change of ownership or occupancy or increase of hazard shall be noted on the policy and the mortgagee shall on demand pay the premium for the increased hazard for the term it existed under this policy. If such premium is not paid, this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms. If so cancelled, this policy shall continue in force for the benefit only of the mortgagee for ten days after notice to the mortgagee of such cancellation and shall then cease. The Company shall have the right to cancel this agreement on ten days notice to the mortgagee.

When the Company shall pay the mortgagee any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the mortgagee to whom such payment shall have been made, under the mortgage debt. In lieu of taking such subrogation, the Company may, at its option, pay to the mortgagee the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities. However, no subrogation shall impair the right of the mortgagee to recover the full amount of said mortgagee's claim.

- 20. Recoveries. In the event the Company has made a payment for loss under the policy and a subsequent recovery is made of the lost or damaged property, the insured shall be entitled to all recoveries in excess of the amount paid by the Company, less only the actual cost of effecting such recoveries.
- 21. Loss Clause. Any loss hereunder shall not reduce the amount of this
- 22. No Benefit To Ballee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.
- 23. No Control. This insurance shall not be prejudiced:
  - (a) by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building when such act or neglect of the owner or occupant is not within the control of the insured, or
  - (b) by failure of the insured to comply with any warranty or condition contained in any endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

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#### COMPITIONS APPLICABLE TO SECTION II

- Supplementary Payments. The Company will pay, in addition to the applicable limit of liability:
  - (a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
  - (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
  - (c) expenses incurred by the insured for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
  - (d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.
- 2. Premium. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

- 3. Financial Responsibility Laws. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such taw. The insured agrees to reinburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- 4. Insured's Duties in the Event of Occurrence, Claim or Suit.
  - (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.
  - (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
  - (c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- 5. Medical Reports: Proof and Payment of Claim. As soon as practicable the insured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company

when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

6. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full Compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party in any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations becomed

- 7. Other Insurance. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the less than that stated in the applicable contribution provision below:
  - (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
  - (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 8. Annual Aggregate. If this policy is issued for a period in excess of one year, any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.
- 9. Nuclear Exclusion.
- 1. This policy does not apply:
  - (a) Under any Liability Coverage, to bodily injury or property damage
    - (1) with respect to which an Insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mulual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - (b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

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- (c) Under any Liability Coverage, to beenly injury or property damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but it such facility is located within the United States of America, its territories or possessions or Carada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

#### II. As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any easte material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

"property damage" includes all forms of radioactive contamination of property.

When used in the provisions applicable to Section II of this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mebile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work, or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on hehalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or  $\dot{}$
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an lacidontal contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition

operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold:

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the lasured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or properly damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage bazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sowers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pite driving. The underground property damage fazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

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# SPECIAL MULTI-PERIL POLICY SECTION I—SPECIAL PERSONAL PROPERTY FORM



#### I. PROPERTY COVERED

PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the insured; all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in flutures, alterations, installations or additions constituting a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to a removal by the insured.

PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the insured, while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made.

#### II. PROPERTY NOT COVERED

#### This policy does not cover:

- A. Property/sold by the insured under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers.
- B. Aircraft, watercraft, including motors, equipment and accessories (except rowboats and canoes, while out of water and on the designated premises); and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured.

This provision does not apply to the following types of property when held for sale or sold but not delivered:

- 1. Watercraft (including motors, equipment and accessories) while not afford;
- 2. Motorcycles, motorscooters and snowmobiles; or
- Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured:

- 1. Aircraft:
- 2. Watercraft, including motors, equipment and accessories, while not affoat; or
- 3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.
- C. Personal property while waterborne.
- D. Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage.
- E. Accounts, bills, currency, deeds, evidences of deht, money and securities.
- F. Outdoor signs, whether or not attached to a building or structure.
- G. Growing crops and lawns.
- H. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

#### III. PROPERTY SUBJECT TO LIMITATIONS

#### The following property is subject to these additional limitations:

- 1. Except for loss caused by the "specified perils":
  - (a) Fur and fur garments are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance.
  - (b) Jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion; gold, silver, platinum and other precious alloys or metals are covered for not exceeding loss in the aggregate of \$1,000, in: any one occurrence for all contributing insurance. This limitation shall not apply to jewelry and watches valued at \$25 or less per item.
  - (c) Patterns, dies, molds, models and forms are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance.
  - (d) Stamps, tickets and letters of credit are covered for not exceeding loss in aggregate of \$250 in any one occurrence for all contributing insurance.
- Valuable papers and records meaning books of account, manuscripts, abstracts, drawings, card index systems and other records including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, are covered only against loss caused by the "specified perils".

- 3. Animals and pets are not covered, except when held for sale or sold but not delivered, and then only against death or destruction directly resulting from or made necessary by the "specified perils".
- 4. Outdoor trees, shrubs and plants are not covered, except when held for sale or sold but not delivered, and then only against direct loss by the "specified perils".
- 5. Glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a tragile or brittle nature are covered against loss by breakage only if directly caused by the "specified perils". This limitation shall not apply to buttles or similar containers of property for sale, or sold but not delivered, nor to lenses of photographic or scientific instruments.
- 6. Steam boilers, steam pipes, steam turbines and steam engines are not covered against loss caused by bursting, rupture, cracking or explosion originating therein (other than explosion of accumulated gases or unconsumed fuel within a fire box or combustion chamber).
- Machines and machinery are not covered against loss caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.

The term "specified perits" shall mean direct loss by fire, lightning, aircraft, explosion, riot, civil commution, smoke, vehicles, windstorm or hall to property contained in any building, vandalism and malicious mischief, leakage or accidental discharge from automatic fire protective systems.

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#### IV. EXTENSIONS OF COVERAGE

Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. Property at Newly Acquired Locations: The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$10,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.

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- B. Personal Effects: The insured may apply up to \$500 to cover direct loss in any one occurrence by the perils not otherwise excluded to personal effects while located on the designated premises, belonging to the insured, officers, partners or employees thereof, and limited to \$100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.
- C. Valuable Papers and Records: The insured may apply up to \$500 to cover direct loss in any one occurrence by a peril not otherwise excluded to valuable papers and records consisting of books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.
- D. Extra Expense: The insured may apply up to \$1,000 to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by a peril not otherwise excluded under this form to the buildings or personal property situated at the designated premises.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operations of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period or restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage for:

1. loss of income;

- 2. the cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or restore books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded; except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced; or
- 3. any other consequential or remote loss.
- E. Damage to Buildings from Theft, Burglary or Robbery: This policy includes Joss (except by fires or explosion) to that part of the building occupied by the insured and containing property covered, and to equipment therein pertaining to the service of the building but not building property or equipment removed from premises, directly resulting from theft, burglary or robbery (including attempt thereat); provided the insured is the swiper of such building or equipment or is liable for such damage, but in no event shall this coverage apply to glass (other than glass building blocks) or to any lettering or ornamentation thereon.
- F. Transportation: The insured may apply up to \$1,000 to cover insured personal property (other than property in the care, custody or control of salesmen) during transportation by motor vehicles owned, leased or operated by the insured for loss in any one occurrence caused by:
  - 1. fire lightning, windstorm and haif, explosion, smoke, riot, riot attending a strike and civil commotion, vandalism and malicious mischief, or
  - 2. collision, overturning or upset of the vehicle; meaning thereby the violent and accidental contact of the vehicle conveying the property described herein with any other vehicle or object excluding any loss or damage done by coming in contact with any portion of the road bed or by means other than as expressly indicated; or
  - 3. theft of an entire shipping bale, case or package from a vehicle while such property is contained in a fully enclosed and securely locked body or compartment and theft results from forcible entry, evidenced by visible marks upon such body or compartment.
- G. Hon Owned Personal Property: The insured may apply at each location up to 2% of the limit of liability specified for Personal Property of the Insured at such location, but not exceeding \$2,000, as an additional amount of insurance, to cover for the account of the owners thereof (other than the named insured) direct loss by a poril insured against to personal property, similar to that covered by this policy, belonging to others while in the care, custody or control of the named insured and all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made. As respects personal property belonging to others, this provision shall replace any loss payable provision of this policy.

#### V. PERILS INSURED AGAINST

This policy insures against all risks of direct physical loss subject to the provisions and stipulations herein and in the policy of which this form is made a part.

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#### VI. EXCLUSIONS

- A. This policy does not insure under this form against loss caused by:
  - enforcement of any ordinance or law regulating the use, construction, repair, or demolition of property, including debris removal expense;
  - 2. unexplained or mysterious disappearance of property, or shortage of property disclosed on taking inventory;
  - 3. actual work upon, installation or testing of property covered, failure, breakdown or derangement of machines or machinesy, error, omission or deficiency in design, specifications, workmanship or materials; unless loss by fire or explosion not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss:
  - 4. any electrical injury or disturbance to electrical appliances, devices, fintures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire;
  - 5. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the described building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;
  - 6. delay, loss of market, interruption of business, nor consequential loss of any nature;
  - (a) wear and tear, marring or scratching;
    - (b) deterioration, inherent vice, tatent defect;
    - (c) rust, mold, wet or dry rot, contamination;
    - (d) dampness or dryness of atmosphere, changes in or extremes of temperature;
    - (e) smog, smoke from agricultural smudging or industrial operations; or
    - (f) birds, vermin, rodents, insects or animals;

unless loss by fire, smoke (other than smoke from agricultural smudging or industrial operations), explosion, collapse of a building, glass breakage or water not otherwise excluded ensues, then this policy shall cover only such ensuing loss.

If loss by water not otherwise excluded ensues, this policy shall also cover the cost of tearing out and replacing of any part of the building covered required to effect repairs to the plumbing, heating or air conditioning system or domestic appliance but excluding loss to the system or appliance from which the water escapes;

8. explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the Company shall be liable for only such ensuing loss;

- voluntary parting with title or pessession of any property by the insured or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick, device or false pretense;
- 10. any fraudulent, dishonest or criminal act done by or at the instigation of any insured, partner or joint adventurer in or of any insured, an officer, director or trustee of any insured; pit-ferage, appropriation or concealment of any property covered due to any fraudulent, dishonest or criminal act of any employee while working or otherwise, or agent of any insured, or any person to whom the property covered may be entrusted:
- 11. continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years; or
- 12. rain, snow or sleet to property in the open.
- B. This policy does not insure under this form against loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.
- C. This policy does not insure under this form against loss caused by, resulting from, contributed to or aggravated by any of the following:
  - 1. earth movement, including but not limited to earthquake, landslide, mudllow, earth sinking, earth rising or shifting;
  - 2. flood, surface water, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
  - 3. water which backs up through sewers or drains; or
  - 4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion; but these exclusions shall not apply to loss arising from theft.

#### VII. VALUATION

#### The following bases are established for valuation of property:

- A. The value of all stock actually sold but not delivered shall be the price at which it was sold, less all discounts and unincurred expenses.
- 8. Tenants' improvements and Betterments:
  - If repaired or replaced at the expense of the named insured within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments.
  - 2. If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were made to the expiration date of the lease.
  - If repaired or replaced at the expense of others for the use of the named insured, there shall be no liability hereunder.

- C. Valuable Papers and Records:
  - 1. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material plus the cost of labor incurred by the named insured for transcribing or copying such records.
  - Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form.
- D. All other property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.

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NOTE: Do NO	Complete attaching clause if endocsem	ent is issued with policy at its incep	tion.
This endotrement, a	effective, founs	part of Policy No	
issued to			
bro			
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		Anthorized Representative	
		waters (440 wells Shatting) was	
	CONTRACTOR'S EQUIPMENT I	Loater (Broad Form)	
	) PRADEDAY	COVEDER	
his Policy covers o	l. PROPERTY on property belonging to the insured or for w	trich the fusured may be Hable, describ-	ad herein, to not ex-
eeding the amount is tisks and paths i	specified in respect to each of the items de	scribed, against loss or damage thereto	directly caused by
	II. LIMITS OF LIABILITY - SO	CHEDULE OF PROPERTY	
HIS COMPANY SHA	ll not be liable for wore than _E	ight thousand two hundred t	hirty nine
say one location a	Sany liste, not for more than, in any one disaster, either	er in case of partial or total loss, or sal	×1-32/133
ther charges, or ex	penses, or all combined.		
	SCHEDULE OF		
tem No.	Description of Property	Manufacturers and Serial Nos.	Amount Insured
<b>1.</b>	ULF-2 Receiver with aluminium carrying case	#1180	\$4,419.00
2.	MP-2 Portable Proton Precision magnetoweter,		
	Complete	#8106747	\$3,820.00
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	- 14 Been e		•
This policy insures	ill. PERILS against all risks of direct physical loss of		nt as amvided else-
where in this policy	•		•
	iy. DEDU		-
Each claim for loss of each adjusted cla	or demage caused by or requiting from ell gain, the sum ofs	erils insured shall be adjusted separate hall be deducted.	y and from the amount
	Y. TERRITOR	HAL LIMITS	
This policy insures States, the District Alexan, Hawaii or I	s only while the property is at locations wid a of Cohmbia, Pacrio Rico or Canada, esc Puesto Rico, but subject always to the fimits	do or is in transit within and between th hiding property shipped via the Penam done, conditions, exclusions and except	e states of the United L Canal, or to or from ions stated berein.
	VI. EXC		
This policy does no	· ·	· · · · · · · · · · · · · · · · · · ·	
(A) Motor trucks a trailers and semi-tr	and motor truck type tractors and their saliers designed for highway use; plans,	(C) Property which has become a possibilities structure or installation;	
records;	ns, specifications or other papers or	(D) Loss or damage to property whi while in this course of transportation	le waterborne, except on regular femies;
(B) Any property is ground, in calesons	nsured hereunder while located under-	(E) Demagn to electrical systems	ar equipment due to

short circuiting, blowout or other electrical disumbance (except lightning) within the property unless fire ensues, and then this Company shall be !!able only for damage re-

- (F) Loss or damage to craze or derrick boom(a) while being operated unless directly caused by fire, lighning, bail, windstorm, explosion, siterall, other vehicles, land-stide or overturning of the unit of which it is a pan;
- (G) Loss or damage to mounted tires or tubes unless the loss or damage is caused by fire, windstorm, theft or is co-incident with other loss or damage insured by this policy;
- [H] Against wear and text, latent defect, inherent vice, deterioration, mechanical or electrical breakdown or failure; against loss by freezing, dampness of amosphere or changes of temperature; against domage occasioned by any repairing, adjusting, servicing or other meintenance operation inless free ensures, and then this Company shall be liable only for the loss or damage by such ensuing fire;
- (I) Breakage or rust, unless such breakage or rust is the direct result of (1) collision, derailment or overturn of the conveyance, (2) lite or lightning, (3) explosion, (4) mainum distance, (5) aircraft desage, (6) windstorm, flood or catthquake, (7) collision of properly insured hereamder with another object, (8) upset of the property insured hereunder, or (9) their or attempt thereat;
- (1) Loss or damage occasioned by the weight of a load exceeding the manufacturers designed capacity of any
- (K) Theft, conversion, or other distincts act on the part of any person(s) to whom the insured property is entrasted, or any person(s) in the service or employment of the in-sured whether or not occurring during the hours of such

#### VII. SPECIAL CONDITIONS

- ACQUISITION: Such insurance us is afforded by this policy is extended to cover additional items of a nature similar to those scheduled becament which are the property of the insured and which are acquired subsequent to the attachment of this insurance, in consideration of the agreement by the insured-to report such additional items within 30 days of the date they are acquired, and to pay full premium upon them, from the date required at pro rate of the rate of this policy. It is agreed that (1) the Company will cease to cover such items is the end of the said 30 days if they are not reported within that time, and that (2) the obtigation of the Company with tespect to such additionally acquired property shall not exceed in any loss, expense, salvage charges, or all combined:
  - (1) the actual cash value of such property; or
- [2] \$25,000 (Twenty Pive Thousand Dollars);

- (L.) Despisited loss, graterious disappearance or short-age disclosed by taking inventor;
- (N) Loss or demage occusioned by the neglect of the in-sured to use all reasonable means to save and preserve the property at and after any disaster insured against or when the property is endangered by the in neighbourg premises, or when the insured has notice of any impending disaster;
- (9) Loss or damage caused by strikers, locked-out work-uses or persons taking part in labor disturbances or arising from riots or civil consections;
- Pri Against loss or damage cansed by or resulting from:

  (P) Against loss or damage cansed by or resulting from:

  (P) Against loss or damage cansed by or resulting from:

  (I) hostile or withlike action in time of peace or war, incircling section is hindering, combating or defending against
  an actual, impending or expected stace (a) by any jovernment or sovereign power (de juso or de facto), or by any
  subnoity maintaining or sing natifiary, nawal art forces;

  or (b) by military, nawal or air forces; or (c) by an agent of
  asy such government, power, subnoity or forces; or (2) any
  weapon of war employing atomic fission or radioactive
  proce-inchest in time-of years or war; or (3) insumection,
  restellion, revolution, civil war, usuaped power, or action
  nates by governmental ambority in hindering, combating or
  teleming against such an occurredce, or nine or desaruction trader quarantine or customs regulations, confiscation
  by order of any government or public authority, or disks of
  contributions to more law reaction or meder. Editation
- (C) Against loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or or cationical, and whether auch loss be direct or indirect, presintate or remote, or be in whole on in part enused by, contibuted io, or aggravated by the periliph insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fine resulting from suclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.
- greater proportion of any loss or change to the property described herein than the amount insured under this policy hears to 100% of the acqual aggregate value of sale property at all places where coverage is afforded herein at the lime such less shall occave, but in no evens for mac than:
- (3) the actual cash value of the property on the time of such loss or damage; or
- (2) the amount of insurance specified above for the property so lost or damaged;
- Bath item of the schedule is deemed to be separately in-sured. "Actual cash value" shall in all cases include proper deduction for depreciation, however causes.
- C. It is a condition of this insurance, that all articles in-sured hereusaler are in sound condition at the time of at-tachment of this insurance.

#### THE GENERAL CONDITIONS

- A. ABANDONMENT: There can be no abandonment to the Company of any property.
- B. OTHER INSURANCE: If at the time of loss or damage there is available to a named or assumed insured or any other interested party say other insurance which would apply in the absence of flut policy. See insurance under this policy shall apply only as excess insurance over such other insurance.
- C. ASSIGNMENT: This policy shall be void if assigned or transferred without the written buseut of the Company.
- D. LABELS: in cast of damage from perils insured against effecting labels, expenses or wrappers, the Company shall not be liable for more from the cost to said insured of new labels, capacies or wrappers and the cost of relabelling or
- S. IMPARMENT OF RECOVERT RIGHTS. Any act or agreement by the lineared before or after loss at damage thereby my right of the Insared: a recover is abule or in part for loss or damage to properly covered becender spains my ramies, belies or other part libble therefore, is released, impatted or lost, shall render this policy still end void, but the Insared: a tight to retain at recover the premium shall not be affected. The Company is not liable the cury loss or damage which, without file witten consent, has been settled or companyated by the Insured.
- F. EXAMINATION OF RECORDS: The Insured shall, as often as may be reasonably required during the term of this policy and for one year thereafter, produce for examination by the Company or its duly sufficiency expresentative all the books and recoming, inventories, and accounts relating to the property covered hereunder.
- G. COMPANY'S OPTIONS: It shall be optional with the Company to take all, or any part of the property at the

- agreed as appraised value, or to repair, rebuild or replace the otoperty descroyed as descaged with other of like kind and quality within a reasonable time on giving motice of its intention so to do within sixty [60] days after the receipt of the proof of loss herein required.
- the proof of loss of the required.

  A. PHIVILEGE TO ADJUST WITH OWNERS: In the event of loss or denenge to property of others held by the incured for which claim is easily upon the Company, the right or adjust each loss or diseage with the owner or owners of the property is reserved to like Company and the receipt of more owner or owners in satisfaction themos shall do in that satisfaction of any claims of the insured for which such payment has been made. If leggl proceedings be: siken to emiorice a claim against the losswell as respects any such insure of company, the expects that after a loss of the literature of the claim of the company in the neum of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature of the literature
- i. ILAMS AGAINST THIRD PARTIES in he event of the loss or damage to the property covered bettember, the insured shell insectionary made claim in writing against the center(s), bullec(s) or others twolved.
- TAIVER No one shall have the power to waive any provision or condition of this policy, except such as by the texas of this policy, may be the subject of agreement added faceto, nor shall any such provision or condition on held to be wrived unless such waiver shall be in writing added hereto, nor shall my provision or condition of this policy or say forfeiture be held to be wrived by any requirement, set or proceeding on the past of this Company relating to appraisal or to any examination herein provided for; nor shall any privilege or pennission affecting the insurance hereinger exist or be claimed by the insured unless granted hereing or by tider added hereto.

Subject to all other terms and conditions of the policy to which this from is attached.

	PRODUCER	PRODUCER COL
	Van Cilder Agency Co.	05-10161
effective 11-30-82 form	s part of Policy No_FCW6L47	20
Coca Mines, Inc.		
mpany indicated below by an "	X".	
AMERICAN EMPLOYERS'	THE EMPLOYERS' FIRE COMPANY COMPA	DRTHERN ASSURANC ANY OF AMERICA
	Endorsement #1	•
tificate holders are hereby acear.	dded as Additional Insureds as t	their
n	Arthur E. Masters	
ice	Jean T. Masters	•
nia 92041	6100 Bel Aire Way	
Jr. & Ruth Brooks Allen	Bakersfield, California 93	1309
rnia 92253	Richard M. Winn & Dorot c/o 24121 Dylan Street	•
% Eva DiMattio	El Toro, California 92630	
mia 93534	Oscar Dean Wright, III Edmund Dwight Wright an	nd Deann
I Lee May Igel	Wright Meany c/o 217 Belmont	
alifornia 95682	Long Beach, California 90	. · ·
n & Maureen Iggulden t 97206	Harry P. Stiely Star Route I, Box 100 Rosamond, California 935	60
ller rive 1 97068	Middle Butte Mine, Inc. 345 Creekside Drive Palo Alto, California 9430	<b>)</b> 6

Agent



#### REPLACEMENT COST COVERAGE ENDORSEMENT

MP 04 20 (Ed. 07 77)

This endorsement applies only with respect to the premises described in the following Schedule and affords insurance on a replacement cost basis only on the property described below.

#### SCHEDULE

Location Of Premises
Location No. Building No.

Location #1, Building #1 1776 Lincoln St., Suite 1100 Denver, Colorado Property Covered on a Replacement Cost Basis

(Specify Building or Personal Property of the Insured or both) Personal Property

- 1. Replacement Cost Clause: The provisions of Section I of this policy applicable to the property described as covered on a replacement cost basis are amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy, and the Coinsurance Clause of this endorsement supersedes and replaces all other Coinsurance Clauses otherwise applicable, subject in all other respects to the provisions of this endorsement and of Section I of this policy.
- 2. This policy does not cover the following property on a replacement cost basis:
  - (a) stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith;
  - (b) property of others;
  - (c) household furniture or residential contents;
  - (d) books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, drum, cell and other magnetic recording or storage media);
  - (e) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity or antiquity, or
  - (f) carpeting, cloth awnings, air conditioners, domestic appliances and outdoor equipment, all whether permanently attached to the building structure or not.
- The Company shall not be liable under this endorsement for any loss unless and until the damaged or destroyed property is actually repaired or replaced by the insured with due diligence and dispatch.
- 4. Coinsurance Clause: This Company shall not be liable for a greater proportion of any loss or damage to the property covered under this policy than the limit of liability under this policy for such property bears to the amount produced by multiplying the coinsurance percentage applicable (specified in this policy) by the total of (a) the replacement cost (without deduction for depreciation) of that part of said property which is specifically described as covered on a replacement cost basis and (b) the actual cash value of that part of said property which is covered on an actual cash value basis at the time of loss.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required, provided that nothing herein shall be construed to walve application of the first paragraph of this clause.

If insurance under Section I of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination of actual cash value or replacement cost when applying the Coinsurance Clause.

- 5. This Company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amounts:
  - (a) the amount of this policy applicable to the damaged or destroyed property;
  - (b) the replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or
  - (c) the amount actually and necessarily expended in repairing or reptacing said property or any part thereof.
- 6. The insured may elect to make claim under this policy in accordance with its provisions, disregarding this endorsement, except that the foregoing Coinsurance Clause shall apply; and the insured may make further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided the Company is notified in writing within 180 days after loss of the insured's intent to make such further claim.

COMPANY CONFIDENTIAL

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

# CU SECTION II.

## Commercial Union Insurance Companies

## SECTION II - SPECIAL MULTI-PERIL POLICY LIABILITY SUPPLEMENTAL DECLARATIONS

Named Insured: Coca Mines, Inc.					Policy	No.:	ECW6	1_47_20_	·
COVERAGES					LIMIT	S OF	LIABILITY		
☐ Form MP 00 93 ☐ Form G802 ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	See	L	•	each each	occurre occurre occurre	nce	\$	6112	aggregate aggregate aggregate each accident
Description of Hazards and Locations	<u> </u>				<u> </u>	•			
The rating classifications herein, except as specifically provided elsewhere, do not modify any of the provisions of Code I	fa.		Premium Bases	Rates				Advance	Premiuras
the policy.  (a) Premises — Operations	+	<b>(b)</b>	Area (Sq. Ft.) Frontage Remuneration	(b)	Per Lir	rear	P.D.  Ft. of Area Foot f Remuneration	*For Single Limit, use	P.D. B.I.
(b) Escalators (c) Independent Contractors — Let or Sublet Work		•	Number Insured Cost		Per La Per \$1			Column. Include Prer	į
(d) Completed Operations (e) Products		<b>(f)</b>	Receipts Sales	(1)	Per \$1	,000	of Receipts of Sales	Premises Me Insurance in	edical Payments B.I. Column.
aDSee schedule attached b)None at Inception c)See schedule attached d)Excluded per L9141 attached e)Excluded per L9141 attached		-							
COMPANY CONFIDENTIAL							Heck	ı 104(e) <i>1</i>	2989
Audit Period: Annual, unless otherwise stated:	J Mc	ont	hly 🗆 Quarterly	•	□ Sem	i-An	nually 🗆 (Ot	her)	

# COMPR ENSIVE GENERAL LIABILITY COVERA. PART (Special Multi-Peril Policy)

# BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

# bodily injury or property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any sult against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent and may make such investigation and settlement of any claim or sult as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### I. EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured:

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bedily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any watercraft owned or operated by or rented or loaned to any insured, or
  - (2) any other watercraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the insured under an incidental contract, or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
    - by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
    - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
  - property owned or occupied by or rented to the insured,
  - (2) proparty used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
  - but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (1) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement,
  - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured:

but this exclusion does not apply to loss of use of other tengible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products:

(a) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein:

(q) to property damage included within:

 the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",

(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "C".

(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

#### II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate

manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law.

(i) an employee of the named insured while operating any such equipment in the course of

his employment, and

(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

 bodily injury to any fellow employee of such person injured in the course of his employment, or

(2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii). This insurance .s not apply to badily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Bodily injury — The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Property Damage — The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each accurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

(2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structuras;

(3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Bodily Injury and Property Damage — For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV. POLICY TERRITORY

This insurance applies only to hadily injury or property damage which occurs within the policy territory.



# GENERAL SCHEDULE—SECTION II SMP LIABILITY INSURANCE

MP 99 91 (Ed. 07 77)

#### Description of Hazards and Locations

	The rating classifications herein, except as	Code	Premium Bases	R	tes	Advance Premiums		
	specifically provided elsewhere, do not modify any of the provisions of the policy.	No.	rremium dases	*B.I.	P.O.	<b>#B.</b> I.	P.O.	
	(a) Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq	. Ft. of Area	*For SMP Form Sin	Liability Insurance	
	(b) Escalators		(d) Number insured	(d) Per Landin		Use B.I. Column.		
	(c) Independent Contractors—Let or Sublet Work		(e) Cost	(e) Per \$100 a	f Cost	Include P	remium for	
	(d) Completed Operations		(f) Receipts	(f) Per \$1,000		Premises Medical Paymer Insurance in B.I. Column.		
	(e) Products		(g) Sales	(g) Per \$1,000	of Sales		T	
	a) Building or Premises - office (314)	65121	sa) 3,000	2.023	.028	61	14 MP	
	Geophysical Exploration – all employees (313)	13841	c)150,000	.275	.073	413	110	
	c) Construction Operations – con- tractor (315)	16291	e)500,000	.012	.005	60	25	
	Broadened Liability				TOTAL:	107 641	30 179	
							<del>-</del>	
			:					
				,	:			
				•				
СОМ	PANY CONFIDENTIAL					·		

†Describe premium basis, if other than stated.

LIABILITY

GL 99 16 (Ed. 03 81) AMENOMENT - LIMITS OF LIABILITY (Single Limit)

(Policy Aggregate Limit)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective

(12:01 A.M. standard time

, forms a part of policy No.

issued to

Authorized Representative

1 611

(Fd. 3-8

#### SCHEDULE

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$ 1,000 .000 each occurrence \$ 1,000 .000 aggregate

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

**Bodily Injury Liability and Property Damage Liability:** 

(a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the

Motor Vehicle Financial Responsibility Law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

It company a nature,

It an aggregate amount is stated in the Schedule, then, subject to the
shove provision respecting "each occurrence", the total liability of
the company for all damages because of all bodily injury and property
damage which occurs during each annual period while this policy is in
force commencing from its effective date, shall not exceed the limit of
liability stated in the Schedule of this endorsement as "aggregate".

(c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.



#### CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named ineurod's business
- (B) The insurance afforded with respect to tiability assumed under an incidental contract is subject to the following additional exclusions:
  - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental
  - (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
    - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and (b) supervisory, inspection or engineering services;
  - (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
    - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
    - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bedily injury or property damage;
  - (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public au thority or any other person or organization engaged in the project:
  - (5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration

#### PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- (A) The company will pay on behalf of the insured all sums which the The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements. payment of judgments or settlements.
- (B) This insurance does not apply:
  - (1) to liability assumed by the insured under any contract or agree-
  - (2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
  - (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance:
  - (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
  - (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised:

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the insured with actual malice.

#### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, stander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal injury" means injury arising out of one or more of the following offenses committed during the policy period:

- 1. false arrest, detention, imprisonment, or malicious prosecution;
- 2. wrongful entry or eviction or other invasion of the right of private occupancy;
- 3. a publication or utterance
  - (a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

#### III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

#### (A) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of

- (a) the ownership, maintenance, operation, use, loading or unloading of any mahife equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- (b) the operation or use of any snowmobile or trailer designed for use therewith:
- owned or operated by or rented or loaned to any insured, or operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, toading or unloading of
  - (a) any watercraft owned or operated by or rented or loaned to any insured, or
  - (b) any other watercraft operated by any person in the course of his employment by any fasured:

but this exclusion does not apply to watercraft while ashore on the insured premises;

- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (B) to bodily injury
  - (1) included within the completed operations hazard or the products
  - (2) arising out of operations performed for the named insured by independent contractors other than (a) maintenance and repair of the insured premises, or

- (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage
  - (a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

- (d) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any

(C) to bodily injury

- (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the budily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the budily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises:
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- if the named insured is a club, to any member of the named
- (7) If the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- to any medical expense for services by the named insured, any employees thereof or any person or organization under contract to the named insured to provide such services.

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bedily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bedily injury to two or more persons as the result of any one accident shall not exceed the limit of bedily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

"lasured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for budily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reached. sonably require. The company may pay the injured person or any person

- (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping:
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators
  - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

- (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B.) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the leasured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of hadily injury is amended to include incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

## NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named tasured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or pro-tected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

### IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to builty Injury, property damage, personal Injury or advertising Injury arising out of the activities of any insured permanently domicited in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damages because of any such injury or damages is brought within the United States of America, its territories age is brought within the United States of America, its territories or possessions or Canada,

Such insurance as is afforded by paragraph 4, above shall not apply:

- (a) to bodily injury or property damage included within the com-pleted operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

#### X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

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**BUSINESS CONFIDENTIAL** 

- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) if the named insured is a club, to any member of the named insured:
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### **ADDITIONAL DEFINITIONS**

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

Medical Reports: Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### V. FIRE LEGAL LIABILITY COVERAGE-REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named lasured; including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.
- (C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.
- VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A.) Exclusions (k) and (o) are replaced by the following:

to the turnishing or dispensing or drugs of medical, demai or surgical supplies or appliances.

This coverage does not apply to:

- expenses incurred by the insured/for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Sult" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

## VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

#### IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to badily fujury, praperty damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

- (a) to bodify injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

#### X. AUDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
  - (1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;
  - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
  - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

#### XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (80 DAYS) The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnty policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.



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#### **EXCLUSION**

(Completed Operations Hazard and Products Hazard)

modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

(12:01 A. M., standard time) forms a part of policy No.

Authorized Representative

afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bedily ithin the Completed Operations Hazard or the Products Hazard.

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# GENERAL SCHEDULE—SECTION (I SMP LIABILITY INSURANCE

MP 99 91 (Ed. 07 77)

### **Description of Hazards and Locations**

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1/12/84 BB:b1

Total for remainder of policy term:

MP 12 01 (Ed. 02 79)

Endt. #11a p/r .063

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•	PRODUCER		PRODUCER CODE
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ffective 6-6-83, forms	part of Policy No	FCW 61 47	20
ca Mines. Inc. npany indicated below by an "X	95	<u> </u>	
AMERICAN EMPLOYERS	THE EMPLOYERS' FIRE INSURANCE COMPANY	THE NOR	THERN ASSURANCE Y OF AMERICA
	:		

ENDORSEMENT #7a

is hereby agreed that the following is added Additional Insured, as their interest may appear:

ddle Butte Mine, Inc. 5 Creekside Drive 10 Alto, CA 94306

change in premium.

helm Steel

**CHANGE ENDORSEMENT** MP 12 01 (Ed. 02 79) THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW: ENDORSEMENT EFFECTIVE DATE | POLICY NUMBER TERM . FROM TO 6-8-83 FCW 61 47 20 12-24-82 12-24-83 COMPANY The Employers' Fire Insurance Company INSURED'S NAME AND MAILING ADDRESS AUTHORIZED REPRESENTATIVE'S NAME AND MAILING ADDRESS Coca Mines, Inc. Van Gilder Agency Co 💠 1776 Lincoln St., Suite 910 P.O. Box 18-S Denver, CO 80203 Denver, CO 80218 PRODUCER CODE 5C0-VD9 05-10161 **POLICY CHANGES** Insured's mailing and location address is amended as shown above (1776 Lincoln St., Suite 910, Denver, CO 80203) Contents coverage is increased as shown below. Liability coverage is amended per the attached form MP 9991 Hecla 104(e) 3005 SPECIFY FORM NOS. AND EDITION DATES AFFECTED BY POLICY CHANGES: **SECTION I—PROPERTY COVERAGE** LIMITS OF LIABILITY RATES. PREMIUMS XX Add'i Coverage Lac Bldg. Previous **Previous** Previous · New Return Description No. No. 73. \$48. 10,000. \$50.000. 25. Contents SECTION II—LIABILITY COVERAGE

COVERAGE	LIMITS OF L	IABILITY	j :		
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SMP Liability Insurance Form: Bodity Injury and Property Damage Liability (Combined Single Limit)		ea. Occurrence Aggregate	\$	\$	\$
Premises Medical Payments SMP Liability Insurance Form Medical Payments Coverage Part	ea. Person ea. Accident	ea. Person ea. Accident	\$ *	\$	\$
Forms other than SMP Liability Insurance Form Specify Coverage Part G802		Y LIABILITY ea. Occurrence Aggregate	<b>\$ 820.</b>	\$ 827	ş. 7.
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7-1-83 BB/kw	Previous Installments	Additional Premium	Return Premium	Revised Installments
Dates of subsequent installments, 2.	\$	\$	\$	\$
if payable in annual installments:	\$	\$	. \$	\$
PREMIUM DUE AT EFFECTIVE DATE OF ENDORSEMENT:	6-8-83	\$ 29.	\$ .	Endt #6a
Total for temainder of policy term:	· Å	\$	\$ 0	p/r .545

INSTALLMENT PAYMENT PREMIUMS

MP 12 01 (Ed. 02 79)

COCA 000288 BUSINESS CONFIDENTIAL



# GENERAL SCHEDULE—SECTION II SMP LIABILITY INSURANCE

MP 99 91 (Ed. 07 77)

#### Description of Hazards and Locations

	The rating c	lassifications herein, e vided elsewhere, do no	except as	Code	P	remium Bases	R	ates	Advance	Premiums
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	(b) Escalators	`				umber Insured	(d) Per Landin		Use B.I. C	olumn.
		actors—Let or Sublet W	ark		(e) C		(e) Per \$100 d		Include Pr	emium for Viedical Payment
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†Describe premium basis, if other than stated.

# **Constitution State Insurance Company**

ONE FINANCIAL PLAZA/HARTFORD, CONNECTICUT 06103

Van Gilder Insurance Orporation

700 Broadway Suite 1035 Denver, Colorado 80203 (303) 837-8500

**Brokers Since 1905** 

POLICY PROVISIONS - PART A

## **Constitution State Insurance Company**

(A Stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automebile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mebile equipment:

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom:

"cellapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the undergrand property damage hazard, or (3) for which liability is assumed by the lasured under an incidental contract;

"completed operations hazard" includes bedily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bedily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named losured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include badily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevater" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a holst without a platform outside a building if without mechanical power or if not attached to building walls, or a hol or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental centract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability:

is brought, except with respect to the limits of the company's liability;
"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto); whether or not self-propelled, (1) not subject to motive vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment; "mamed insured" means the person or organization named in item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

M-11295 Printed in U.S.A. CS-GLA (4-82)

COMPANY CONFIDENTIAL

Hecla 104(e) 3048

COCA 000290 BUSINESS CONFIDENTIAL "occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **badily injury** or preparation mage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bedily injury or preperty damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consump-tion within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bedily injury and property damage arising out of the named insured's preducts or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"preparty samage" means every visical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as "undergraund property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

#### SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per ball bond, but the company shall have no obligation to apply for or furnish any such

- expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The lastred shall cooperate with the company and, upon the company's request, assist in making sattlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- 5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the lasured's estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss is naid. of the loss is naid.
- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 7. Subregation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

#### CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned the period is the state of the period of the payable in the property of the state of the period of the payable period the property of the period of the payable payable period the property of the period of the payable period the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the period of the per premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the gamed insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this respect for the expensed contributed in this paragraph. policy except for the agreement contained in this paragraph.

Hecla 104(e) 3049

#### COMPANY CONFIDENTIAL

- 4. Insured's Duties in the Event of Occurrence, Claim or Suit:
- (a) in the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

COCA 000291 BUSINESS CONFIDENTIAL 8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy: If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata: Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation:

12. Declarations: By acceptance of this policy, the samed insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

hed Byenn Socretary

President

Hecla 104(e) 3050

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies the provisions of this policy relating to alt automobile liability, general liability and medical payments insurance other than family automobile, special package automobile, comprehensive personal and farmer's comprehensive personal insurance.

### It is agreed that:

. .

- 1. This policy does not apply:
  - A. Under any Liability Coverage, to bodily injury or property damage
    - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance: Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada; or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization:
  - B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bedity injury resulting from the hazardens properties of anchear material and arising out of the operation of a nuclear facility by any person or organization.
  - Under any Liability Coverage, to budily injury or property damage resulting from the hazardous properties of nuclear material, if
  - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the hedily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

- II. As used in this endorsement:
  - "hazardous properties" include radioactive, foxic or explosive properties:
  - "nuclear material" means source material, special nuclear material or byproduct material:
  - "seurce material", "special nuclear material", and "bypreduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
  - "spent fuel" means any fuel element or fuel component; solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
  - "waste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any maclear facility included under the first two paragraphs of the definition of nuclear facility:

#### "nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the lasured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

"property damage" includes all forms of radioactive contamination of property.

This endorsement, effective	July 30,	1984		
forms a part of Policy No	CE257G347-8	issued to	Coca Mines, Inc.	
		CONSTITUTION	ON STATE INSURANC	CE COMPAN

#### POLLUTION EXCLUSION - WATER

It is agreed that this policy shall not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any water course or body of water.

September 11, 1984

Issue Date

Los Angeles, California
Agency At.

Authorized Signature

AMC/jf

Issue Date	Agency At.	Aut	horized Signature	_
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e.) '	The name of the person (emp	ployee) super	vising or	
	The purpose of each "shot" ground structure present;	and the type	of	
1	used in each "shot";	•		
-	The type and amount of each		narge	
•	The exact time each "shot"	-		
a.) '	The exact location of each	"shot";		
under this police precedent to the	y, the Insured warrants and Company's liability he wile each blasting job indication	d agreed that Ll make and m	as a condition	
In consideration	of the terms and condition	ns of the com	habisemm appere	
٠	BLASTING WARRANTY END	ORSEMENT		
	•		·	
	by CONSTITUTIO	ON STATE INSU	RANCE COMPANY.	
ms a part of Policy No	CF257G347-8 issued to	Coca Mines,		
is endorsement, effecti	iveJuly 30, 1984			

ENDORSEME	NT
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	· ·
This endorsement, effective July 30, 1984	·
forms a part of Policy No. CF257G347-8 issued	to Coca Mines, Inc.
Totals a part of toney ind.	UTION STATE INSURANCE COMPANY.
by CONSTITU	UTION STATE INSURANCE COMPANT.
INDEPENDENT CONTRACTOR	S WARRANTY
Schedule below and the limits of liability is greater than those shown in the schedule. It the foregoing, such insurance as is provided over such insurance as described in the schedule of the policy relating to "other insurance"	t is further agreed that subject to I by this policy shall be excess soule. The terms and conditions
t de four learning moder manage	are amended accordingly.
or the former remarks on other tremarks	Limits of Liability
or the forth, teracing to other tipurane	
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Hecla 104(e) 3053

AMC/jf

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This endorsement, effective	July 30, 1	984		· · · · · ·	
forms a part of Policy No. CF25	7G347-8	_ issued to	Coca	Mines,	Inc.
	by C(	OITUTITO	n stat	E INSUI	RANCE COMPANY

#### ADDITIONAL INSUREDS ENDORSEMENT

It is understood and agreed that the following entities are added as an Additional Insureds, but, only as respects the operations of the Named Insured except that liability resulting from the Additional Insured's sole negligence.

- 1. Clifford A. Burton 9120 San Juan Place La Mesa, CA 92041
- 2. W. Stanley Auen, Jr. & Ruth Brooks Auen
  P. O. Box 807
  La Quinta, CA 92253
- 3. Marino DiMattio & Eva DiMattio c/o P. O. Box 20
  Lancaster, CA 93534
- Robert E. Iggulden & Maureen Iggulden
   4301 S.E. Lambert Portland, Or. 97206
- 5. Middle Butte Mine, Inc. 345 Creekside Dr. Palo Alto, CA 94306
- D. A. & Carol Heisler 19275 S. Midhill Dr. West Linn , Or. 97068

- 7. Arthur E. Masters Jean T. Masters 6100 Bel Aire Way Bakersfield, CA 93309
- Richard W. Winn & Dorothy L. Winn c/o 24121 Dylan Ct El Toro, CA 92630
- 9. Oscar Dean Wright III
  Edmund Dwight Wright &
  Deann Wright Meany
  c/o 217 Long Beach, CA 90803
- 10. Harry P. Steily
  Star Route 1, Box 100
  Rosamond, CA
- IL Estate of Duncan Miller c/o Fisher & Kreiner P.C. 6255 Sunset Blvd Hollywood, CA

September		
Teen	e Da	ta

Los Angeles, CA
Agency At.

Author

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AMC/jf

	July 30, 1984	
forms a part of Policy No. CF2	257G347-8 issued to Co	ca Mines, Inc.
`,		STATE INSURANCE COMPANY.
	SERVICE OF SUIT	
States which makes provis Superintendent, Commission specified for that purpose in office, as their true lawful process in any act of the Insured or any ben	sion therefore, the Componer or Director of Insume in the Statute, or his and lawful attorney upontion, suit or proceeding neficiary hereunder risingular the above named in the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status of the status	s successor or successors n whom may be served any instituted by or on behalf ng out of this contract of as the person to whom the
President, or his nominee Connecticut 06103, and the	e, of the Company at One at in any suit institute pany will abide by the i	such suit may be made upon Financial Plaza, Hartford, ed against any one of them Final decision of such Court eal.
It is agreed that in any hereunder on values or praccordance with the terms	operties in such state s	ard form of policy, insurance shall attach and cover in standard form.
hereunder on values or pr	operties in such state s and conditions of such	shall attach and cover in standard form.
hereunder on values or praccordance with the terms	operties in such state s and conditions of such	shall attach and cover in standard form.
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This endorsement, effective	July 30, 198	15		·
forms a part of Policy No. CF2570	347-8 issued to	Coca	Mines	
	by CONSTITUTIO	N STATE	INSURANCE	e company.

Additional Premium: \$2,030.00 Colorado State Tax 40.60 Colorado Stamping Fee 8.12

### FINAL AUDIT ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that the final audit for the period from July 30, 1984 to July 30, 1985 is hereby adjusted as follows:

Gross Payroll	\$744,513.00
Rate per \$100. Payroll	1.28
Earned Premium	9,530.00
Minimum & Deposit	7,500.00
Additional Premium	2.030.00

December 12, 1985

Issue Date

Los Angeles, California

Agency At.

Auchorized Signature

AMC/liz

CF G3537

oaticy.)

LIABILITY

GL 21 06 (Ed. 01 73) G 307 ISO G307 EXCLUSION

L 9463 (Ed. 1-73)

#### (Engineers, Architects or Surveyors Professional Liability)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

This endorsement, effective July 30, 1984 (12:01 A. M., standard time)

, forms a part of policy No. CF257G347-8

issued to Coca Mines, Inc.

by Constitution State Insurance Company

All M. C. L. Authorized Representative

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the rendering of or the failure to render any professional services by or for the named insured, including

- (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (2) supervisory, inspection or engineering services.



AMC/jf

9-11-84

# Constitution State Insurance Company one mandal plaza/hartford confecticut 06103

A STOCK COMPANY

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Renewal	of Number				

#### PART B GENERAL LIABILITY-AUTOMOBILE POLICY **DECLARATIONS**

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Policy Nu	mher· CT2	57 <b>G</b> 347–8			
, oney mu	Mucr. CFZ.	J/ <del>G</del> 347-6			
	lines, Inc.	(No., Street, Town or City, County, State) . reet, #910	•		
	. Colorado				
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m 2. Policy Perio			*		
	0, 1984	to July 30, 1985		•	•
12:01 A.M., stand	dard time at the ac	idress of the named insured as stated herein.			-
•		•			
e named insured is	:				
Individu	al 🔲 Partners	hip X Corporation	Joint Venture	Other:	
siness of the name	d insured is: _(corr	er below)			stated, (error secov)
Silver	Mining/Exp	ploration	Semi-Annual	<u> </u>	·
m 3. The insuran	ce afforded is onl	y with respect to the following Coverage Pa	rt(s) indicated by speci	ific premium char	ge(s).
Advance	Coverage	Courses Bootle)	Advance	Coverage	Occurred Books
Premiums	Part Re(s).	Coverage Part(s)	Premiums	Part No(s).	Coverage Part(s)
		Automobile Medical Payments Insurance	\$		Hospital Professional Liability Insurance
	<del></del>	Automobile Physical Damage Insurance	\$	<del> </del>	Manufacturers' and Contractors' Liability
		(Dealers)			Insurance
	<del> </del>	Automobile Physical Damage Insurance	\$	<b></b>	Owner's and Contractor's Protective Liability
		(Fleet Automatic)	ľ	1	Insurance
	<del>                                     </del>	A.A hit Dhadad O day law	\$	1	<del></del>
•	•	Automobile Physical Damage Insurance (Non-Fleet)	*		Owners', Landlords' and Tenants' Liability Insurance
<del></del>	<u> </u>	Basic Automobile Liability Insurance		<del> </del>	
	<u> </u>	·	\$	<b>-</b>	Personal Injury Liability Insurance
	ł	Completed Operations and Products Liability Insurance	\$	1	Physicians', Surgeons' and Dentists' Professio Liability Insurance
	<del> </del>		<b></b>	<del> </del>	
		Comprehensive Automobile Liability Insurance	\$	<b></b>	Premises Medical Payments Insurance
7,500.00	L6395a	Comprehensive General Liability Insurance	<b>]</b>  \$		Special Protective and Highway Liability Insuran
	<u> </u>	Comprehensive Personal Insurance			New York Department of Transportation
		Contractual Liability Insurance	\$	<u> </u>	Storekeeper's Insurance
		Druggists' Liability Insurance	\$	1	Uninsured Motorists Insurance
•		Elevator Collision Insurance	\$		
		Farm Employers' Liability and Farm Employees'	1	1	
		Medical Payments Insurance	\$		1
		Farmer's Comprehensive Personal Insurance	1	<u>l</u> :	
	-	Farmer's Medical Payments Insurance	\$ .		
	1	Garage Insurance	1	1	
		L6111; L203; L6113a; L94	63:	<del>*</del>	Form numbers of endorsemen
	•	Endorsements No. 1 - 5	•••,		other than those entered of Coverage Part(s), attached at issue
7,500.00	Yatai Advance		nd Donoadt	<del></del>	severage 1 artes, atmones at 1991
225.00	State Ta		nd Deposit		
22.50	Stamping	Fee			
f the Policy Period	l is more than one	year and the premium is to be paid in insta	illments, premium is pa	yable on: ADC	O General Corporation
Effective Date	1st Anniversar	y 2nd Anniversary	;	Den	ver, Colorado 80204
\$ <b>-</b>	<b>\$</b> -	. \$ _	•		
m 4. During the p	ast three years no	insurer has cancelled insurance, issued to the	ne named insured, simil	lar to that afforde	d hereunder, unless otherwise stated herei
	• • • • • • • • • • • • • • • • • • • •				
. · T.	os Angeles	, California		•	( TT 3-40463 2
	eptember 1		. 4		Hecla 104(e) 3
_	. <del>-</del>		By All	$\circ$	
AMC/jf ot applicable in Texas				45/	
			cy user	Authoris	red Representative
				,,,ot 10	

THIS PART 8, WITH "POLICY PROVISIONS—PART A", AND COVERAGE PART(S) AND ENCORSEMENT(S), (IF ANY), ISSUED TO FORM A PART THEREOF, COMPLETE(S)

			L LIABILITY INS	URANCE			(Ed.	
stractment to Policy	No. CF257G347-8 to com	plete said policy. ADBITIONAL O						
tion of all premises o	ward by, rented to or controlled by the na	med insured (««	YER ""SAME" IF SAM	IE FOCULION V	E ADDRESS SHOW	N (N ITEN I OF DECL	ARATÍONS)	
og Heaven M	ne - 20 miles West of E	olson, Mo			on in Co.	lorado, Ar	izona aı	
	d in such premises remara accompaneral Lesses Tenant	Other	, MC	ntana	•			
	HERIEG (CHACK SKIPAL)				······································			
•	I hazards insured hereunder known to exis	t at the effective	date of this polic	y, unless oth	erwise stated h	erein.		
			-					
		SCHED	ULE					
insurance afforded is lify against each suc	only with respect to such of the followin h Coverage shall be as stated herein, sub	g Coverages as a ject to all the te	re indicated by s rms of this policy	pecific premi having refer	un charge or c ence thereto.	harges. The limit	of the comp	
•	Coverages			Limits of L			Advance	
Bodily Injury Liabilit	* ·		s See L20		aggregat See L21	<del>7</del> 1	Premiums \$ 7.500.00	
Property Damage LI	<del></del>		\$ See 1.20	3	See L2			
n combers of endors	ements attacked at lesue			<u> </u>		\$ .		
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-lan Guardiana		Ho.		B.L.	P.D.	Bodily Injury	Property Ba	
mises - Operations	·	•		1				
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				(a) Per 100 (b) Per Lines (c) Per \$100 (d) Per \$100 (e) Per Unit (i) Per 100	r Foct of Remuneration of Receipts			
·			(d) Receipts (e) Units (f) Admissions	(e) Par Unit (f) Per 100	Admissions			
alaters (Number at Pr	enities)	• •	Number lasured	Per	Landing			
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ependent Contractors			Cost	. Per \$1	00 of Cost			
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hen ased as a premiu	n basis:				<del></del>			
"admissions" mean	is the total number of persons, either than an paid admission tickets, complimentary ti	employees of the	named insured, ad	mitted to the	event Insured o	r to events conduc	ted on the	
Manager manns About	total cost to the samed insured with responser let or sub-let in connection with each of the spectation of such work whether for	ort to moretices	nuclearmed for the	شند فأنسب	د خلام معاملية المعا	Seed to a garage	الما	
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as are rated on a receipts base other than receipts from theoexting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division; "restauration" means the entire feministrition earned during the policy period by progrietors and by all employees of the named insured, other than chantleurs fercept operators of mobile conjustent and electeft pilots and co-pilots, subject to any overtime earnings or limitation of remoneration rule applicable in accordance with the manuals in use by the company, "sales" means the gross amount of many charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

#### I. COVERAGE A—BODILY BUJURY LIABILITY COVERAGE 8-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

#### A, hedily injury or

#### B. preperty damage

to which this insurance applies, caused by an accurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the altegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusione

This insurance does not apply:

- the insurance does not apply:

  a) to liability assumed by the insured under any contract or agreement except
  an incidental contract; but this exclusion does not apply to a warranty of
  fitness or quality of the samed insured's products or a warranty that work
  performed by or on behalf of the named issured will be done to a workmanilke
- (b) to bodily injury or gruperty damage srising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to
  - Insmed or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apoly to the parking of an automobile on premises owned by, readed to or controlled by the named insured or the ways imme-diately adjoining, if such automobile is not owned by or rented or loaned to diately edi
- any instruct, the property damage arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such confest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- to bedily lajary or graperty damage arising out of and in the course of the transportation of medific equipment by an automobile owned or operated by or rented or loaned to any insured;
- (a) to heddiy higher or prayerly damage arising out of the ownership, maintenance, operation, use, loading or unloading of II) any watercraft owned or operated by or rented or loaned to any insured, or I2) any other watercraft operated by any person in the course of his em
  - playment by any instruct; but this exclusion does not apply to watercraft while ashare on premises owned by, rented to or controlled by the named instruct;
- owners up, remove as or consumer or the measure missions; to bodify lajury or grouperly damage arising out of the discharge, dispersal, release or escape of smoke, vapors, sood, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste nuterials or other irritants, contaminants or pollutants who or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is suited on accidental.
- is sudden and accidental, to hadily higher or not declared, olvil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) Hability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;
- (h) to badily lajory or property damage for which the insured or his indemnitee may be held liable
  - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such
  - if such liability is imposed
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage,
  - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
  - but part (R) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- to any colligation for which the insured or any carrier as his insurer may be held liable under any worksten's compensation, unemployment compensa-tion or disability benefits law, or under any similar law;
- non or unanous penetus saw, or under any situate law; to bedily lajury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indennify another because of damages arising out of such lajury; but this exclusion does not apply to liability assumed by the lasured under an incidental contract;
- incidental contract;
  to property damage to
  (1) property owned or occupied by or rented to the leasured,
  (2) property weed by the leasured, or
  (3) property in the care, custody or control of the insured or as to which
  the insured is for any purpose exercising physical control;
  but parts (2) and (3) of this exclusion do not apply with respect to liability
  under a written siderack agreement and part (3) of this exclusion does not
  apply with respect to property damage lother than to elevatoral arising out of
  the use of an elevator at premises owned by, rested to or controlled by the
  named insured:
- to properly damage to premises allerated by the named insured arising out of such premises or any part thereof;
- (in) to loss of use of tangible property which has not been physically injured or
- destroyed resulting from

  (1) a delay in or lack of performance by or on behalf of the named lasared
  - (1) a delby in or lack of performance by or on penant of the sames issues of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the samed insured to meet the level of performance, quality, fitness or durability warranded or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the

- named insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to property damage to the named tenured's products arising out of such products or any part of such products;
- to groparty camage to work performed by or on behalf of the samed lasured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- equipment turnshed in connection therewin;
  if to dismages claimed for the withdrawal, inspection, repair, replacement, or
  loss of use of the named insured's products or work completed by or for
  the named insured or of any property of which such products, or work form
  a part, if such products, work or property are withdrawn from the market or
  from use because of any known or suspected defect or deficiency therein;

- train use necesse of any known of suspected defect or deficiency therein;—
  (b) the explosion bazará in connection with operations identified in this policy by a classification code number which includes the symbol "x".

  (2) the cultarse bazará in connection with operations identified in this policy by a classification code number which includes the symbol "e".

  (3) the underground property desirage bazará in connection with operations identified in this policy by a classification code number which includes the symbol "e".

#### II PERCOME INCORFO

Each of the following is an insured under this insurance to the extent set forth elow:

- (a) If the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- If the named insured is designated in the declarations as a pertnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an in-dividual, partnership or joint venture; the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the samed insured; and
- (e) with respect to the operation, for the purpose of locamotion upon a public highway, of mobile equipment registered under any motor vehicle registration
- law,

  (i) an employee of the named insured while operating any such equipment in
  the course of his employment, and

  (ii) any other person while operating with the permission of the named insured
  any such equipment registered in the name of the samed insured and any
  person or organization legally responsible for such operation, but only if
  there is no other valid and collectible insurance auxiliable, either on a
- primary or excess basis, to such person or organization, wided that no person or organization shall be an insured under this person of organization shall be an insured under this person
- provided that no person or organization them.

  graph (a) with respect to:

  (1) badily injury to any fellow employee of such person injured in the course of his employment, or

  (2) property damage to property owned by, rented to, in charge of or occupied by the samed insured or the employer of any person described in sub-
- by the entire insures of the employer or any person account in some paragraph (i)).

  This insurance does not apply to hadily logary or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a manual insured.

#### III CIMITS OF HARMITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain health injury or property damage, or (3) claims made or sults brought on account of health injury or property damage, the company's liability is limited as follows:

Coverage &—The total liability of the company for all damages, including damages for care and loss of services, because of bodily lajery sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence". Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed pearations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "magnesta". 'aggregate'

as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one becurrence shall not exceed the limit of property damage Rability stated in the schedule as applicable to "each occurrence". Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage Rability stated in the schedule as "excreasite".

- shall not exceed the limit of property damage liability stated in the schedule as "aggregate".

  (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's conjument rated on a receipts basis, including property damage for which liability is assumed under any iscidental centract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

  (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the assent insured, including any such property damage arising out of maintenance, including any such property damage arising out of maintenance or repairs at premises owned by or tented to the named insured or structural effections at such premises which do not involve changing the size of or moving buildings or other structures;

which so not amore cranging use a structures; it is all property damage included within the products lezzard and all property damage included within the completed operations bezard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from pramises owned by or rented to the named insured.

Let the auroose of determining the limit of the company's

Coverages A and 8—For the purpose of determining the limit of the company's liability, all bodily injury and property damage erising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV. POLICY TERRITORY

This insurance applies only to beddily injury or property damage which occurs within the pulley territory.



LIABILITY

# GL 93 00 (Ed. Q7 81) DEDUCTIBLE LIABILITY INSURANCE

L 6113a (Ed. 7-81)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

SMP LIABILITY INSURANCE

This endorsement, effective July 30, 1984 (12:01 A.M., standard time)

, forms a part of Policy No.

CF257G347-8

issued to Coca Mines, Inc.

by Constitution State Insurance Company

othorized Representative

SCHEDULE

Coverage		Amount	and Basis of Deductible
Dadily Jaime I labilibe	* \$	500.00	per claim
Bodily Injury Liability	\$	xxx	per accurrence
Property Damage Liability	* \$	Incl. above	per claim
	\$	жжж	bei occritetice

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused).—

* Deductible, whether "per claim or "per Occurrence" includes all allocated claims expense. "Allocated claims expense" as in this endorsement, means all costs of others incurred by the Company for the investigation adjustment and defense of any claim or suit.

#### It is agreed that:

- The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured, applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages, and the limit of liability shown in this policy as being applicable to "each occurrence" for such coverages shall be reduced by the amount of such deductible. The limit of liability shown in this policy as "aggregate", if any, for such coverages shall not be reduced by the application of such deductible amount.
- 2. The deductible amounts stated in the schedule apply as follows:
  - (a) PER CLAIM BASIS—if the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bedily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
  - (b) PER OCCURRENCE BASIS—if the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all hodily injury or property damage as the result of any one occurrence, regardless of the number of persons or organizations who sustain damages because of that occurrence.
- 3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
- 4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.



AMC/jf

9-11-84

#### (ISO-Adv. 3003)

#### AMENDMENT-LIMITS OF LIABILITY

#### (Single Limit)

#### (Individual Coverage Aggregate Limit)

#### SCHEDULE

Coverages	Limits of Liability			
Bodily Injury Liability and Property Damage Liability	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate			

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily injury Liability and Property Damage Liability are amended to read as follows:

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain hodily injury or property damage, (3) claims made or suits brought on account of hodily injury or property damage or (4) automobiles or units of mobile equipment to which this policy applies, the company's liability is limited as follows:

#### Bedity Injury Liability and Property Damage Liability:

- (a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages because of bodily injury or property damage as a result of any one occurrence provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily, injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.
- (b) If an aggregate amount is stated in the Schedule then subject to the above provision respecting "each accurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":
  - (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and
  general supervision thereof by the named insured, including any such
  property damage for which liability is assumed under any incidental
  contract relating to such operations, but this subparagraph (2) does not
  include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations
  at such premises which do not involve changing the size of or moving
  buildings or other structures;
- (3) if Products-Completed Operations Insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard; and
- (4) if Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
- (ii) to the sum of the damages for all hedly injury and property damage described in subparagraph (3); and
- (iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named lasured.
- (c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



9-11-84

L 203 (Ed. 10-77)

# BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE

July 30; 1984 (12:01 A. M., standard time) This endorsement, effective

, forms a part of policy No. CF257G347—8

Coca Mines, Inc. issued to

Constitution State Insurance Company

Allsku SAuthertzed Representative

SCHEDULE	
Personal lojary and Advertising lojary Liability  Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.  Limit of Liability \$SeeL203Aggregate	
Limit of Liability—Premises Medical Payments Coverage: \$1,000 each person. unless otherwise indicated herein \$ Not Covered each person.	Wasta 104(a) 3063
Limit of Liability—Fire Legal Liability Coverage:  \$50,000 per occurrence unless otherwise indicated herein: \$ Not Covered per occurrence.	Hecla 104(e) 3063
Advance Premium Premium Basis	
\$ N/A % OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY BODILY INJURY INCL. MIUM AS OTHERWISE DETERMINED	AND PROPERTY DAMAGE PRE-

Advance Premium	Premium Basis						•		
\$ Incl.		E TOTAL COMPREHENSIVE GENERAL AS OTHERWISE DETERMINED	LIABILITY	BODILY	INJURY	AND	PROPERTY	DAMAGE	PRE-
\$ Incl.	MINIMUM PREMIUM								
AMC/if	9-11-84	•							

#### CONTRACTUAL LIABILITY COVERAGE

COMPANY CONFIDENTIAL

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the many sured's husiness
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
  - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
- (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to ren-der professional services by such insured, including
  - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and (b) supervisory, inspection or engineering services;
  - (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or em-ployees, arising out of
    - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
    - (b) the giving of or the failure to give directions or instructions by the indomnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bedily injury or property damage;
  - (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the
  - (5) to hodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, mad beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

- (6) to advertising injury arising out of
  - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
  - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
  - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
  - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
  - (b) to any injury arising out of any act committed by the insured with actual malice.

### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan. "Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- 1. false arrest, detention, imprisonment, or malicious prosecution:
- 2. wrongful entry or eviction or other invasion of the right of private occupancy;
- 3. a publication or utterance **COCA 000305** (a) of a libel or stander or other districts a college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the college of the coll

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CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of Incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named in-
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
  - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract:
  - (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to ren-der professional services by such insured, including
    - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and (b) supervisory, inspection or engineering services;
  - (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
    - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
    - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
  - (4) to any obligation for which the insured may be held tiable in an action on a contract by a third party beneficiary for budily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project:
  - (5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:

**Arbitration** The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration

- PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE
- II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

  (A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any-suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- (B) This insurance does not apply:
  - (1) to liability assumed by the insured under any contract or agree-
  - (2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
  - (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or stander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
  - (4) to personal injury or advertising injury arising out of libel or stander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
  - (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

- (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas basec upon alleged breach of implied contract, or
- (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
- (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

- (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
- (b) to any injury arising out of any act committed by the insured with actual malice.

#### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"Advertising injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal lojury" means injury arising out of one or more of the following offenses committed during the policy period:

- 1. false arrest, detention, imprisonment, or malicious prosecution;
- 2. wrongful entry or eviction or other invasion of the right of private occupancy:
- 3. a publication or utterance
  - (a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to adver-tising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named tusting shalf not be deemed personal

#### III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bedity injury caused by accident all reasonable medical expense incurred within one caused by account an reasonable medical expense incurred within the year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

#### (A) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any automobile or aircraft owned or operated by or rented or
  - loaned to any insured, or
    (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of
  - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any
    prearranged or organized racing, speed or demolition contest
    or in any stunting activity or in practice or preparation for
    any such contest or activity, or
  - (b) the operation or use of any snowmobile or trailer designed for use therewith:
  - (i) owned or operated by or tented or loaned to any insured, or
     (ii) operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any watercraft owned or operated by or rented or loaned to any insured, or
  - (b) any other watercraft operated by any person in the course of his employment by any insured

but this exclusion does not apply to watercraft while ashore on the insured premises;

- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (B) to bedily injury
  - (1) included within the completed operations hazard or the products
  - (2) arising out of operations performed for the named insured by independent contractors other than
    (a) maintenance and repair of the insured premises, or

    - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
  - (3) resulting from the selling, serving or giving of any alcoholic beverage
    - (a) in violation of any statute, ordinance or regulation,
    - (b) to a minor,
    - (c) to a person under the influence of alcohol, or
    - (d) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor. is such an owner or lessor;
  - (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (C) to bedily injury.

  (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith:
  - (2) to any other tenant if the bedity injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bedity injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
  - (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
  - (4) to any person if any benefits for such hodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
  - (5) to any person practicing, instructing or participating in any, physical training, sport, athletic activity or contest whether on a formal or informal basis;
  - (6) if the named insured is a club, to any member of the named insured;
  - (7) if the named insured is a hotel motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### LIMITS OF LIABILITY

In limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for hodily injury to any one person as the result of any one accident, but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for hodily injury to two or more persons as the result of any one accident stall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage alforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

# ADDITIONAL DEFINITIONS

When used herein:

"insured: premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodity injury liability under this policy; and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices; and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

Medical Reports: Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf: As soon as practicable the injured person or someone on ms oferant shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of repords. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any person or any

- (1) to property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (2) except with respect to liability under a written sidetrack agree ment or the use of elevators.
  - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed or such property by or on behalf of the insured,
  - (b) to tools or equipment while being used by the insured in performing his operations,
  - (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
  - (d) to that particular part of any property, not on premises owned by or rented to the insured,
    - (i) upon which operations are being performed by or or behalf of the insured at the time of the property damage arising out of such operations, or
    - (ii) out of which any property damage arises, or
    - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the lasured;
- (3) with respect to the completed operations bazard and with respect to any classification stated in the policy or in the company's manual as: "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereoff or out of such materials, parts or equipment furnished in connection therewith.
- (B.) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance fincluding any deductible portion thereoff available to the insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

### VII: INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of hadily injury is amended to include incidental Medical Malpractice Injury.

Incidental Medical Majoractice injury means injury arising out of the rendering of or failure to render, during the policy period, the following

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "insured's Duties in the Event of Occurrence, Claim or Suit". Condition are amended accordingly:
- (2) any insured engaged in the business or occupation of pro-viding any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnities if such indemnitee is engaged in the business of occupation of providing any of the services described under VII (A) and (B) above.
- VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

# IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

- 4. Anywhere in the world with respect to bodily injury, property damage, personal injury of advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original sult for damages because of any such injury or dam-age is brought within the United States of America, its territories or possessions or Canada.
- Such insurance as is afforded by paragraph 4: above shall not apply: (a) to hodily injury or property damage included within the com
  - pleted operations hazard or the products hazard; (b) to Premises Medical Payments Coverage:

# X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds: **COCA 000307** 

(A) Spouse—Partnership—If the music lesses of raper than the

- (6) if the named insured is a club, to any member of the named insured:
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (f) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for hodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for budily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records.

The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic bever-ages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the samed insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

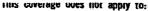
This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.
- (C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE Uncluding **Completed Operations**)

The insurance for property damage liability applies, subject to the following additional provisions:

(A.) Exclusions (k) and (o) are replaced by the following:



(1) expenses incurred by the Insured for first-aid to others at th time of an accident and the "Supplementary Payments" pro-vision and the "Insured's Duties in the Event of Occurrence Claim or Suit" Condition are amended accordingly;

(2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above

(3) injury caused by any indemnitee if such indemnitee is engage in the business or occupation of providing any of the service described under VII (A) and (B) above.

#### VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet is (ength)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured no being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been pak by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing deficiency, concurrent, or double insurance or otherwise.

#### IX. LIMITED WORLDWIDE LIABILITY COVERAGE.

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising lajury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or dam-age is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

- (a) to bodily injury or preperty damage included within the com-pleted operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

#### X. ADDITIONAL PERSONS INSURED

As respects todily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
  - (1) to bedily injury or personal injury to another employee of the named insured arising out of or in the course of his employment:
  - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing:
  - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

# XI. EXTENDED BOBILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises salely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS) The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insure maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to hodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaus-tion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.



- 8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed; except by endorsement issued to form a part of this policy.
- 29. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
- 10. Three Year Policy: If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply: separately to each consecutive annual period thereof.
- 11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be

effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed or rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

retury

President

Hecla 104(e) 3067

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies the provisions of this policy relating to ALL AUTOMOBILE (LABILITY GENERAL LABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

# It is agreed that:

- 1. This policy does not apply:
  - A. Under any Liability Coverage, to bodily injury or property damage
    - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the historic 5, or lad this policy not been issued would be, entitled to indemnity from the United States of America; or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a muclear facility by any person or organization.
  - . Under any Liability Coverage, to bedily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (a) is at any modear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom:
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

- II. As used in this endorsement.
  - "hazardous properties" include radioactive, texic or explosive properties;
  - "miclear material" means source material, special nuclear material or bygraduct material;
  - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:
  - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
  - "waste" means any waste material (al containing by product material other than the tailings or wastes produced by the extraction or concentration of uranium of thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any anchear facility included under the first two paragraphs of the definition of nuclear facility;
  - "ouclear facility" means
  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling; processing or packaging waste,
  - (c) siny equipment or device used for the processing fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;
  - and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
  - "muclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:
  - "property damage" includes all forms of radioactive contamination of property.

# **Constitution State Insurance Company**

ONE FINANCIAL PLAZA/HARTFORD, CONNECTICUT 06103

POLICY PROVISIONS --- PART A

# **Constitution State Insurance Company**

(A Stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily lajury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom:

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations bazard" includes bedily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bedily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include hedity injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials. or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, boistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a host without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the campleted operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

is brought, except with respect to the lumits of the company's liability;
"mebile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rended to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; alroompressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment; "named insured" means the person or organization named in item 1. of the declarations of this policy:

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

Hecla 104(e) 3068

Hecla 104(c)

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"eccurrence" means as accident, including contile is or repeated exposure to conditions, which results in bodily injury or predictions, which results in bodily injury or predictions are intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bedily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodity injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after

physical possession of symmetroducts has been relinquished to others;

"property damage" wear. I physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include preparty damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

#### SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds:

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for hedity injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### CONDITIONS

- Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.
- Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for badily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in entorcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incurany expense other than for first aid to others at the time of accident.
- 5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable
  for a greater proportion of such loss than would be payable if each insurer
  contributes an equal share until the share of each insurer equals the lowest
  applicable limit of liability under any one policy or the full amount of the loss
  is paid, and with respect to any amount of loss not so paid the remaining
  insurers then continue to contribute equal shares of the remaining amount
  of the loss until each such insurer has paid its limit in full or the full amount
  of the loss is paid.
- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 7. Subregation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

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#### **COMPANY CONFIDENTIAL**

- 4. Insured's Duties in the Event of Occurrence, Claim or Suit:
- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

COCA 000311
BUSINESS CONFIDENTIAL

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DE	SCRIPTION OF OPERATIONS/LOCATION \$300.00 deductible	IS/VEHICLES/SPECIAL ITEMS			-	Н	ecla 104	i(e) 3070	

#### CERTIFICATE HOLDER

ACORD 25 (2/84)

W. Stacley Allen, jr. & Buth Brooks A. P.O. Box 807 La Quinta, CA 92253

COMPANY CONFIDENTIAL

# CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE** 

C IIR/ACOED CORPORATION 1994

# Constitution State Insurance Company

FINANCIAL PLAZA/HARTFORD, CONNECTICUT

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A STOCK COMPANY

CF257G347-8 Renewal of Number

#### PART 8 GENERAL LIABILITY-AUTOMOBILE POLICY DECLARATIONS

			•. •		
Policy Num	ber: CF52	8G000-0			•
Item 1. Named lasure		(No., Street, Town or City, County, State)			
	nes, Inc.		•		
	ncoln Str				•
· •	Colorado				
Item 2. Policy Period	-	-			
From July 30	-	to July 30, 1986			
12:01 A.M., standa	ird time at the ad	dress of the named insured as stated herein.			
The named insured is:				•	•
Individual	Partnersh	ip X Corporation	Soint Venture	Other:	
Business of the named	فسا	• •			Stated, (gerren mellow)
	ning/Expl		AUDIT FEI IOU: MIDIUM),	mine?? Office Mise.	Stateu. (Enter Selow)
		with respect to the following Coverage Pa	rt(s) indicated by speci	fic oremium char	ne(s).
Aévance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premisms	Geverage Part Ne(s).	Coverage Part(s)
3		Automobile Medical Payments Insurance	\$		Hospital Professional Liability Insurance
\$		Automobile Physical Damage Insurance (Dealers)	\$	·	Manufacturers' and Contractors' Liability Insurance
\$		Automobile Physical Damage Insurance (Fleet Automatic)	\$		Owner's and Contractor's Protective Liability Insurance
\$	,	Automobile Physical Damage Insurance (Non-Fleet)	\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Basic Automobile Liability Insurance	\$		Personal Injury Liability Insurance
S		Completed Operations and Products Liability Insurance	\$ :		Physicians', Surgeons' and Dentists' Professional Liability Insurance
S		Comprehensive Automobile Liability Insurance	\$		Premises Medical Payments Insurance
16,470.00	L6395a	Comprehensive General Liability Insurance	\$		Special Protective and Highway Liability Insurance
\$		Comprehensive Personal Insurance	1		New York Department of Transportation
S		Contractual Liability Insurance	\$	<u> </u>	Storekeeper's Insurance
\$		Druggists' Liability Insurance	\$		Uninsured Motorists Insurance
\$	<u>.</u>	Elevator Collision Insurance	5	1.	
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	\$		
\$		Farmer's Comprehensive Personal Insurance			
\$		Farmer's Medical Payments Insurance	\$		
\$		Garage Insurance		<u></u>	
_		16111; 16113a; 1203; 13	96463;		Form numbers of endorsements, other than those entered on
Incl.	7.4.4 4 4	Endorsements No. 1 - 6	<del></del>		Coverage Part(s), attached at issue
\$ 16,470.00 100.00	Processi	Premium for this policy. Minimum	& Deposit		·
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		year and the premium is to be paid in insta	illments, premium is pa	_	000 General Corporation
Effective Date	1st Anniversary	•		D€	enver, Colorado
\$	\$ . <del>-</del>		4.		🙃 :
tem 4. During the pa	st three years no	insurer has cancelled insurance, issued to the	ne <b>named insured,</b> simil		bereinder, unless otherwise stated herein: -G3537
· 10	os Angeles	, California	_		1-03331
	ıly 26, 19		111	1, 1	/

THIS PART 8. WITH "POLICY PROVISIONS-PART A", AND COVERAGE PART(S) AND ENDORSEMENT(S), (IF ANY), SUED TO FORM A PART THEREOF, COMPLETE(S)
THE ABOVE NUMBERED POLICY

Hecla 104(e) 3071

AMC/jf *Not applicable in Texas

**A**uthorized Representative

of the policy.)

LIABILITY

GL 21 06 (Ed. 01 73) G 307 ISO G307 EXCLUSION

L **9463** (Ed. 1-73)

(Engineers, Architects or Surveyors Professional Liability)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

This endorsement, effective July 30, 1985 (12:01 A. M., standard time)

, forms a part of policy No. CF

CF528G000-0

issued to Coca Mines, Inc

by Constitution State Insurance Company

utilorized Representative

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the regulering of or the failure to render any professional services by or for the named insured, including

- (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (2) supervisory, inspection or engineering services.

AMC/jf

7/26/85

AUTHENTICE

#### (ISO-Adv. 3003)

#### AMENDMENT-LIMITS OF LIABILITY

#### (Single Limit)

#### (Individual Coverage Aggregate Limit)

#### SCHEDULE

Coverages	Limits of Liability				
Bodily Injury Liability and Property Damage Liability	\$ 1,000 ,000 each occurrence \$ 1,000 ,000 aggregate				

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended

#### HIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or units of mobile equipment to which this policy applies, the company's liability is limited as follows:

#### Bodily Injury Liability and Property Damage Liability:

- (a) The limit of liability stated in the Schedule of this endorsement as applicable to "each eccurrence" is the total limit of the company's liability for all damages because of bedity injury or property damage as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate applica-tion of such limit shall not increase the total limit of the company's liability.
- (b) If an aggregate amount is stated in the Schedule then subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":
  - (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

- (2) all property damage arising out of and occurring in the course of opera-tions performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) if Products-Completed Operations Insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all hodily injury and property damage included within the products hazard: and
- (4) If Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

# Such aggregate limit shall apply separately:

- (i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
- (ii) to the sum of the damages for all hedily injury and property damage described in subparagraph (3); and
- (iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.
- (c) For the purpose of determining the limit of the company's liability, all hodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



AMC/jf

7/26/85

L 203 (Ed. 10-77)

LIABILITY

# GL 03 00 (Ed. 07 81) **DEDUCTIBLE LIABILITY INSURANCE**

L 6113a (Ed. 7-81)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE SMP LIABILITY INSURANCE

This endorsement, effective

July 30, 1985

(12:01 A.M., standard time)

, forms a part of Policy No. CF528G000-0

III we

issued to

Coca Mines, Inc.

Constitution State Insurance Company

SCHEDULE

norized Representative

			/ # · · ·
Coverage		Amount	and Basis of Deductible
Bodily Injury Liability	* \$	1,000.00	per claim
Douty injury croping	\$	xxx	bet occuttence
Property Damage Liability	* \$	Incl. above	per claim
Troporty barriego cidentity	\$	X X X	per accurrence

APPLICATION OF ENBORSEMENT (Enter here any limitations on the application of this endorsement, if no limitation is entered, the deductibles apply to all loss however caused):-

> Deductible, whether "per claim- or "per Occurrence" includes all allocated claims expense. "Allocated claims expense" as in this endorsement, means all costs of others incurred by the Company for the investigation adjustment and defense of any claim or suit.

#### It is agreed that:

- The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured, applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages, and the limit of liability shown in this policy as being applicable to "each occurrence" for such coverages shall be reduced by the amount of such deductible. The limit of liability shown in this policy as "aggregate", if any, for such coverages shall not be reduced by the application of such
- 2. The deductible amounts stated in the schedule apply as follows:
  - (a) PER CLAIM BASIS—if the deductible is on a "per claim" basis, the deductible amount applies under the Bodily injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
  - PER OCCURRENCE BASIS—If the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all hodily injury or property damage as the result of any one occurrence, regardless of the number of persons or organizations who sustain damages because of that occurrence. (b) PER OCCURRENCE BASIS
- The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
- The company may pay any part or all of the deductible amount to effect settlement of any claim of suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.



AMC/jf

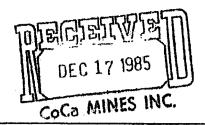
7/26/85

# NOTICE OF CANCELLATION, NONRENEWAL OR RENEWAL (Catifornia)

		•	KIND OF PULICY:
			Comprehensive General Liability
			POLICY NO.: CF 528G000-0
INSURANCE		onstitution State Insurance Company	CANCELLATION OR TERMINATION WILL TAKE EFFECT AT:
COMPANY	- 0	onstitution beate insulance company	20 December 1985 12:01 A.M.
COMI AILI			(DATE) (HOUR-STANDARD TIME)
			DATE OF MAILING: 20 November 1985
			ISSUED THROUGH AGENCY OR OFFICE AT:
NAME AND	C	oca Mines, Inc.	Los Angeles, California
ADDRESS		776 Lincoln Street	, , , , , , , , , , , , , , , , , , , ,
OF INSURED	. #	910 /.,	I Steel was not severe theig
OL IUSONER	'`D(	910 enver, Colorado 80203 12/4 Na	of from was not severe week
		has	actually and the notice he
•		the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	right they had agreed, not to send
		(Applicable item marked ⊠)	I be shiel ast continuation the
CANCEL-		You are hereby notified in accordance with the terms and conditions of the abo	we mentioned policy that your insurance will cease at and from the hour
LATION		and date mentioned above.  If the premium has been paid, premium adjustment will be made as soon as p	relation notice is recended.
	ļ	If the premium has been paid, premium adjustment will be made as soon as p	practicable after cancellation becomes effective.
		If the premium has not been paid, a bill for the premium earned to the time	of Cancentation will be forwarded in due course.
		You are hereby notified in accordance with the terms and conditions of the abo	we mentioned policy that your insurance will cease at and from the hour
	╙	and date mentioned above due to nonpayment of premium.	
		A bill for the premium earned to the time of cancellation will be forwarded in	due course.
	ΓXI	You are hereby notified in accordance with the terms and conditions of the ab	ove mentioned policy, and in accordance with law, that your insurance
		will cease at and from the hour and date mentioned above.	
	1	If the premium has been paid, premium adjustment will be made as soon as p	
	1	If the premium has not been paid, a bill for the premium earned to the time	or cancellation will be forwarded in due course.
		Reason for cancellation: Nonpayment of premium.	ny Election
		Reasonts) for cancellation (other than for nanpayment of premium): Compar	ly biccolon
		See the "Important Notices" section below for Additional Information Regardin	or the Resease) for Canadilation
	<u></u>	acc on important transact scotter paron to transferm importance negation	is an acasama in equiponation.
NON-		You are hereby notified in accordance with the terms and conditions of the abo	we mentioned policy, and in accordance with law, that the above men-
RENEWAL	Г	tioned policy will expire effective at and from the hour and date mentioned about	ve and the policy will NOT be renewed.
	İ	Reason(s) for nonrenewal:	
	1	Understand tes them one state	
,	_	See the "Important Notices" section below for Additional Information Regarding	the Reason(s) for Nonrenewal.
RENEWAL		You are hereby notified in accordance with California law that the above mentioned	policy, which will expire on the above indicated date, will not be renewed
OF	Ш	by us, however, we are offering to replace your insurance with the same or broad be assumed that our offer to renew your insurance through an affiliated compan	
POLICY	]	You may obtain in writing the reason(s) for the change in insurers by writing to	
	<u> </u>	the troy openia in minding the tensorial for the change in missiers by writing to	as not more than one mount following the explication date of the policy.
IMPORTANT		Automobile Insurance Plan Information: You have been notified herewith that thi	s Company does not desire to carry your automobile insurance any
NOTICES		longer. You are possibly eligible for automobile insurance through another insu	wer or under the California Automobile Assigned Risk Insurance Plan.
		Additional Information Regarding the Reason(s) for Cancellation/Hourenewal: You	have the right to know the specific items of information that support
		the reasons given for this decision and the identity of the source of that informed this decision.	mation. You also have the right to see and obtain copies of documents
		If you ask us to correct, amend, or delete any information about you in our files statement of what you believe is the correct information. We will put your state	s and if we refuse to do so, you have the right to give us a concise
		If you would like additional information concerning this action, state law require the date this notice was mailed to you. Please send your request to:	s that you submit a written request within ninety (90) business days of
		the fact this tipure are mainta in last 1,10000 sould loss todaese in:	
· •		(Name and address of the person or department	to contact for additional information)
	П	Consumer Report: In compliance with the Fair Credit Reporting Act (Public Law	91-508), you are hereby informed that the action taken above is being
	<b></b>	taken wholly or partly because of information contained in a consumer repor	t from the following consumer reporting agency
			//
,		(MAME)	COCA 000318
		(ADDRESS)	/ BUSINESS CONFIDENTIAL
		Hecla 104(e) 3075	WX
OMPANY	<b>co</b>	NFIDENTIAL	Authorized Representative
		i :	
	1.061	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	$\mathcal{U}$

INSUDER'S COPY

#### NOTICE TO REINSTATE



INSURANCE. Constitution State Insurance Company

COMPANY

NAME AND : Coca Mines, Inc.

ADDRESS .

1776 Lincoln Street

OF INSURED .

#910

Denver, Colorado 80203

Comprehensive Gen. Liability
POLICY NO. 528G0C0-0
REINSTATEMENT WILL TAKE EFFECT:
December 20, 1985 12:01 A.M.

(DATE) (HOUR-STANDARD TIME)
DATE OF MAILING: December 12, 1985
ISSUED THROUGH AGENCY OR OFFICE AT:
C & F Surplus Insurance Brokers
3345 Wilshire Boulevard, Ste. 41
Los Angeles, California 90010

You are hereby informed that the above policy and subsequent restrictions and endorsement, if any, issued to you by the Constitution State Insurance Co. is hereby reinstated on date noted above.

If a filing has been made on your behalf with any government authority, such filing is reinstated.

This reinstatement is granted on your assurance that no accident or loss under said policy or filings has occurred to date of cancellation.

Signed this December day of 12 19 85

Authorized Representative

Adco Cen. Corporation P.O.Box 4005 Denver, Colorado 80204

AMC/liz

COCA 000319 BUSINESS CONFIDENTIAL

£	. 1	

This endorsement, effective	July 3	30, 1985				
forms a part of Policy No	CF528G000-0	issued to_	Coca	Mines,	Inc	
					FRANCE COMPAN	 Υ.

# EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

(Applicable to all Liability Coverages)

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

It is agreed that no coverage is provided under this policy for a claim of or indemnification for punitive or exemplary damages.

July 30, 1985

Issue Date

Los Angeles, California

Agency At.

AMC/jf

unhorized Segnature

COCA 000320

BUSINESS CONFIDE

This endorsement, effective	July 3	0, 1985		•	
forms a part of Policy No	CF528G000-0	_ issued to	Ćoca	Mines, Inc	
			N STAT	E INSURANCE	COMPANY.

# BLASTING WARRANTY ENDORSEMENT

In consideration of the terms and conditions of the coverage provided under this policy, the Insured warrants and agreed that as a condition precedent to the Company's liability he will make and maintain an accurate log of each blasting job indicating:

- a.) The exact location of each "shot";
- b.) The exact time each "shot" was made;
- c.) The type and amount of each explosive charge used in each "shot";
- d.) The purpose of each "shot" and the type of ground structure present;
- e.) The name of the person (employee) supervising or setting the "shot".

July 26, 1985 Issue Date . los Angeles, CA

Agency At.

AMC/jf

Authorized Signature

COCA 000321 BUSINESS CONFIDEN

<u>#__</u>3 July 30, 1985 This endorsement, effective CF528G000-0 issued to_ Coca Mines, Inc forms a part of Policy No. by CONSTITUTION STATE INSURANCE COMPANY. INDEPENDENT CONTRACTORS WARRANTY It is agreed that such coverage as is afforded by the policy to which this endorsement is attached shall not apply to occurrences arising out of operations performed by independent contractors unless such independent contractors have in force at the time of such occurrence insurance of the type described in the Schedule below and the limits of liability for such insurance are equal to or greater than those shown in the schedule. It is further agreed that subject to the foregoing, such insurance as is provided by this policy shall be excess over such insurance as described in the schedule. The terms and conditions of the policy relating to "other insurance" are amended accordingly. Limits of Liability Coverage: Manufacturers and Contractors, Bodily Injury Liability Owners Contractors, Protective, Completed Operations, and Contractual Each Occurrence Aggregate Completed Operations Liability Insurance. Property Damage Liability *\$500,000 Combined Single Limit Each Occurrence Aggregate Operations Aggregate Protective Aggregate Completed Operations Aggregate Contractual Los Angeles, California July 26, 1985 Issue Date Agency At. Authorized \$ignature

Hecla 104(e) 3079

GOCA 000322

BUSINESS CONFIDENTIAL

AMC/jf

This endorsement, effective	July	30, 1985			•
forms a part of Policy No	CF528G000-0	issued to	Coca Mines,	Inc	
		NSTITUTIO	N STATE INSUR	ANCE CO	MPANY.

# . POLLUTION EXCLUSION - ABSOLUTE

It is agreed that this policy shall not apply to personal injury property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, into or upon any waterbody or watercourse, into or upon any sewer, drainage system or the like, or into the atmosphere.

July 26, 1985 Issue Date Los Angeles, CA Agency At.

CF-G3537

**COCA 000323** BUSINESS CONFID

ignature

AMC/jf

						·
This endorsement, effective	Jt.	ıly 30, 19		<del></del>	·	<del></del>
forms a part of Policy No. CF	528G000-0	issued to	Coca N	dines, In	<u>c</u>	<del></del>
	by (	CONSTITUT	TATE ROLL	E INSURA	NCE COMP.	ANY.
	•	-				
MINI	MUM RETAIN	NED PREMIU	M ENDORSI	MENT	<u>:</u>	
•						•
It is hereby understoo	d and agre	ed that i	n the eve	ent of car	ncellation	
of this policy, the Co	mpany sna.	rr recami	235 OL U	e reposit	. Premun.	
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July 26, 1985	Los Angel	les, Calif	ornia		L KIX	
Issue Date	Age	ency At.		Author	rized Rich	ature

**COMPANY CONFIDENTIAL** 

**∌** 6

This endorsement, effective	July	30, 1985		· · · · · · · · · · · · · · · · · · ·
forms a part of Policy No		issued to	Coca Mines,	Inc
				NCE COMPANY.

# SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other office specified for that purpose in the Statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder rising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that serivce of process in such suit may be made upon President, or his nominee, of the Company at One Financial Plaza, Hartford, Connecticut 06103, and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

All other Terms and Conditions of this Policy remain unchanged.

July 26, 1985 Issue Date Ios Angeles, CA
Agency At

AMC/jf

COCA 000325
BUSINESS CONFIDEN

	•	
This endorsement, effective	December 31, 1985	j
forms a part of Policy No. CF 528G0	000-0 issued to Coca	Mines, Inc.
	_by Constitution sta	TE INSURANCE COMPANY.
	Additional Premium:	\$8,100.00
Chern [c]	State Tax /Fee	104 40

In consideration of the premium charged, it is understood and agreed that the following entity is added to coverage:

Compass Mining, Inc. and Cocoa Mines, Inc. a Joint Venture Surface Gold Mine - 6 Miles from Mojave, California

It is also understood that coverage part L6395a, Comprehensive General Liability Insurance, is amended as follows:

Mining....12002 c) \$819,000. c) \$3.00 \$24,570.00 Incl. Mining... 14001 Incl. Incl. Incl. Incl.

January 2, 1986

Issue Date

Los Angeles, CA Agency At.

Authorized Signature COCA 000326 BUSINESS CONFIDEN

Hecla 104(e) 3083

AMC/mc

G3537

This endorsement, effective	Jul	Ly 30, 1986	· · · · · · · · · · · · · · · · · · ·	
forms a part of Policy No		_ issued to	Coca Mines,	Inc
	by C(	ONSTITUTION	I STATE INSUI	RANCE COMPANY.

# FINAL AUDIT ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that the final audit for the period from July 30, 1985 to July 30, 1986 is hereby adjusted as follows:

MINIMUM AND DEPOSIT APPLIES.

October 14, 1986 Issue Date

Los Angeles, California
Agency At.

Authorized Signature

AMC/jf

Hecla 104(e) 3084

COCA7000327
BUSINESS CONFIDENT A

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. CF528G000-0 to complete said policy.
ABOITIONAL DECLARATIONS
Location of all pressises owned by, rented to or controlled by the named insured (enter "eame" or ame location as address shown in Ferm 6 or declarations;
Hog Heaven Mine - 20 miles W of Polson, Montana - Exploration Colorado, California, Arizona
laterest of samed lasured in such premises tensor econy and Montana
Owner General Lessee Tenant Other
Part occupied by samed issured (serves unlow) Entire
The following discloses all hazards insured hereunder known to exist at the effective date of this policy; unless otherwise stated herein.

#### SCHEDULE

The insurence afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Limits of Liability	Advance
Soucialies	each occu	nrence aggrega	
A—Bodily Injury Liability	See L	203	03 \$ 16.470.00
B—Property Damage Liability	\$ See L	203 \$ See L2	03   Incl.
Form numbers of endorsements attacked at issue			\$
	·	Total Advance	Freshinn \$ 16,470.00

	General Liabil	ity Hazards				
Description of Hazards	Code	Premium Bases		es.		Premiums
*	Ae.		8.1.	P.O.	Bodily lajury	Property Damage
Premises - Operations			·	÷		
		(c)	(c)			
Mining	12002	5549,000.	\$3.00	Incl.	\$16,470.0	Incl.
Mining - surface	14001	Incl.	Incl.	Incl.	Incl.	Incl.
			1			
• • • • • • • • • • • • • • • • • • •						
		(a) Area (Sq. FL.) (b) Fractage (c) Remaneration (d) Receipts (a) Units (b) Golden	(a) Per 100 & (b) Per Linear (c) Per \$100 o (d) Per \$100 o (e) Per Unit (f) Per 100 A	: Ft. of Area -Foot f Renumeration f Receipts dmissions		
Escalators (Humber at Premises)		Hersber Insured		ending		
Not Covered						
ladependent Contractors		Chst	Per \$10	o of Cost		
Included		Incl.	Incl.	Incl.	Incl.	Incl.
Completed Operations	-	(a) Receipts	(a) Per \$1,0	00 of Receipts		
Included	•	Incl.	Incl.	Incl.	Incl.	Incl.
Products	<del> </del>	(h) Sales	(b) Per \$1.	000 of Sales	· · · · · · · · · · · · · · · · · · ·	<u> </u>
Included	٠.	Incl.	Incl.	Incl.	Incl.	Incl.
AMC/jf 7/26/85		Total Ad	vance S.L. and	P.B. Premiums	\$ 16,470.0	Incl.

When used as a premium basis:

en used as a premum gass:
"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
"east" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

of commissions made, paid or due;

"respective" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as, are rated on a receipts basis other than receipts. From telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as, a separate, item and realts directly, to a governmental division;

"resummeration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chandlessy texcept operators of mobile equipment and alternit pilots and co-pilots, subject to any overtime earnings or limitation of reinuneration, role applicable in accordance with the manuals in use by the company;

"states" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

HERELAND 328 3085 NIAL

#### I. COVERAGE A BODILY BUTTRY LIABILITY COVERAGE R. PROPERTY GAMAGE LIARILITY

The company will pay on behalf of the insured all sums which the insured shall ecome legally obligated to pay as damages because of

#### A. bodily injery or

#### B. property damage

to which this insurance applies, caused by an accurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily leignly or property desage, even if any of the allegations of the suit are groundless, take or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of information or settlements.

#### Evelocione

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warparty of fitness or quality of the named insured's products or a warparty that work performed by or on behalf of the named insured will be done in a workmantike
- (b) to buffly injury or properly damage crising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any bustured, or

eny mastree, or 2 any other automabile or aircraft operated by any person in the course of his employment by any insured;

no suppoyment by any massest; but this exclusion does not apply to the parking of an automobile on premises owned by, rended to or controlled by the named lasered or the ways immediately adjoining, if such automobile is not owned by or rented or formed to any insured;

- ic) in badily injury or property damage arising out of (1) the ownership, main-tenance, operation, use, loading or unloading of any mobile equipment while heing used in any prearranged or organized racing, speed or demolition contest or in any sturiling activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to hadily laimy or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rested or loaned to any instruct;
- to bedily lajoury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any westercraft ownershier or operated by or reated or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insure but this exclusion does

normers by any memory this exclusion does not apply to watercraft while ashore on premises ed by, rented to or controlled by the samed insured;

- owned by, rented to or controlled by the named Insured;

  to buildy injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, attails, toxic chemicals, liquids or gases, waste materials or other inflants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental,

  (g) to badily lajary or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

  (I) liability assumed by the leasured under an isoidental contract, or

  (2) expenses for first aid under the Supplementary Payments provision;

  (h) to badily injury or property damage for which the issured or his indemnitee may be held liable

- - as a person or organization eagaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) If not so engaged, as an owner or lessor of premises used for such

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage,
- (ii) by reason of the selling, serving or giving of any alcoholic boverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

out part (ii) of this exclusion does not apply with respect to liability of the named or his indemnitee as an owner or lessor described in (2) above:

- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- tion or dissoluty became raw, or enter any similar raw;
  (i) to builty bejary to any employee of the insured crising out of and in the
  course of his employment by the insured or to any obligation of the insured
  to indemnify another because of damages arising out of such injury; but this
  exclusion does not apply to liability assumed by the insured under an
  incidental contract;

- iscidental centrarity

  (b) to property damage to

  (i) property owned or occupied by or rented to the insured,

  (ii) property owned or occupied by or rented to the insured,

  (ii) property in the care, custody or control of the insured or as to which

  the insured is for any purpose exercising physical control;

  but parts (2) and (3) of this exclusion do not apply with respect to liability

  under a written side-treak agreement and part (3) of this exclusion does not

  apply with respect to property damage (other than to elevators) arising out of
  the use of an elevator at premises owned by, rented to or controlled by the

  assael insured;
- (i) to property damage to premises allenated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or

to loss of use of tengible property which has not been physically injured or destroyed resulting from (I) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, timess or durability warranted or represented by the named insured, but this exclusion does not apply to loss of use of other tengible property resulting from the sudden and eccidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the

named insured after such products or work have been put to use by any person or organization other than an insured;

to property damage to the named locured's products arising out of such products or any part of such products:

to property damage to work performed by or on behalf of the named insured arising out of the work or any partion thereof, or out of materials, parts or equipment furnished in connection therewith;

equipment unusued it connection therewise, in danages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

rram use because of any known or suspected defect or deficiency therein;
to property damage included within:

(i) the explesion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x".

(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c".

(3) the enderground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "m".

#### IL PERSONS INSURER

Each of the following is an insured under this insurance to the extent set forth

- can if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named layered with respect to the conduct of such a business;
- respect to the conduct of such a business;

  If the named insured is designated in the declarations as a partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

  if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration

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iii an employee of the named insured while operating any such equipment in the course of his employment, and

iii any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurence available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (e) with respect to:

ii) hedity injury to any fellow employee of such person injured in the course of his employment, or

iii) properly damage to properly owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

by the names mourem or one company or property damage arising out of the conduct of any partnership or joint venture of which the inserted is a partner or member and which is not designated in this policy as a named inserted.

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain hedily injury or property damage, or (3) claims made or suits brought on account of hodily injury or property damage, the company's liability is limited as follows:

Immed as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of hadily injury sustained by one or more persons as the result of any one accurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each ecsurence". Subject to the above provision respecting "each accurrence", the total liability of the company for all damages because of (I) all hadily injury included within the completed operations hazard and (2) all bodily injury included within the predects hazard shall not exceed the limit of hadily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the company for all damages in the schedule.

as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraph; below shall not exceed the limit of property damage liability stated in the schedule as "accordant".

egregate".

(i) all property damage arising out of premises or operations rated on a remainder of the contractor's equipment rated on a receipts basis, including graperty damage for which liability is assumed under any including graperty damage included in subparagraph (2) below:

(2) all property damage included in subparagraph (2) below:

(2) all property damage arising out of and occarring in the course of operations performed for the named insured by independent contractors and general supervision, thereof by the samed issured, including any such property damage for which liability is assumed under any incidental contractors relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the samed instead or structural alterations of such premises which do not involve changing the size of or moving buildings or other structural.

Structures demands included within the products bazard and all property damage included within the completed operations bazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named leasured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV POLICY TERRITORY.

This insurance applies only to builty injury or property damage which occurs within the policy territory.

COCA 000329 **BUSINESS CONFIDENTIAL** 



GL 04 04 (Ed. 05 81)

L 6111 (Fd. 5-81)

#### BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective

July 30, 1985 (12:01 A. M., standard time)

, forms a part of policy No. CF528G000-0

issued to

Coca Mines, Inc.

Constitution State Insurance Company

Ized Bedresentative

SCHEDULE

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$ See L203

Limit of Liability-Premises Medical Payments Coverage:

\$1,000 each person unless otherwise indicated herein \$ Not Covered _each person.

Hecla 104(e) 3087

Limit of Liability-Fire Legal Liability Coverage:

\$50,000 per occurrence unless otherwise indicated herein: \$ Not Covered per occurrence.

> N/A % OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PRE-MIUM AS OTHERWISE DETERMINED

Incl MINIMUM PREMIUM Inc1

AMC/jf

Advance Premium

7/26/86

**Premium Basis** 

CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to tlability assumed under an incidental contract is subject to the following additional exclusions:
  - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
  - (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to ren-der professional services by such insured, including
    - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and (b) supervisory, inspection or engineering services;
  - (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
    - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
    - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
  - (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public au-thority or any other person or organization engaged in the project;
  - (5) to hodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel. underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(6) to advertising injury arising out of

- (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
- (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
- (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
  - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
  - (b) to any injury arising out of any act committed by the insured with actual malice.

#### (C) Limits of Liability

Regardless of the number of (1) Insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, stander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the rest CONFIDENTIAL 1. false arrest, detention, imprisonment, or malicious prosecution;

- 2. wrongful entry or eviction or other invasion of the right of private occupancy;
- a publication or utterance
  - (a) of a libel or slander or other defamatory or disparaging material, or

COMPANY CONFIDENTIAL

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MINIMUM PREMIUM \$ Incl

AMC/jf 7/26/86 CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named in-

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to ren-der professional services by such insured, including

(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and (b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bedily giving or failure to give in injury or property damage;

- (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bedily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the
- (5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:

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The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration

PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any sult against the insured seeking damages on account of such injury, even if any of the allegations of the sult are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any sult after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

(1) to liability assumed by the insured under any contract or agree-

to personal injury or advertising lujury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;

(3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this Insurance

(4) to personal injury or advertising injury arising out of tibel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

(5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion doe: not apply to the unauthorized appropriation of ideas bases upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, othe than titles or stogans, by use thereof on or in connection with goods, products or services sold, offered for sale of advertised, or

(c) incorrect description or mistake in advertised price of goods products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting

publishing or telecasting, or

(b) to any injury arising out of any act committed by the insurer with actual malice.

(C) Limits of Liability

Regardless of the number of (1) Insureds hereunder, (2) persons o organizations who sustain injury or damage, or (3) claims made o suits brought on account of personal injury or advertising injury the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense com-mitted during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, stander, defamation, violation of right of privacy, piracy, un-fair competition, or infringement of copyright, title or slogar "Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution:

wrongful entry or eviction or other invasion of the right of private occupancy;

3. a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy,

except publications or utterances in the course of or related to adver-tising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal

# III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the losured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automo-hile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of

the insured premises;

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

owned or operated by or rented or loaned to any insured, or operated by any person in the course of his employment by any insured;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any watercraft owned or operated by or rented or loaned to any insured, or

(b) any other watercraft operate 105 and be control of his employment by any instance 105 CONFIDENTIAL but this exclusion does not apply to watercraft while ashore on

- (4) arising out of and in the course of the transportation of muhile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (B) to bedily injury
  - (1) included within the completed operations hazard or the products
  - (2) arising out of operations performed for the named insured by

independent contractors other than
(a) maintenance and repair of the insured premises, or

- (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage
  - (a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

- (d) which causes or contributes to the intexication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serv-ing alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bedily injury

- (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodity injury occurs on the tenant's part of the tasured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction

at such premises;

- (4) to any person if any benefits for such hodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) if the named insured is a club, to any member of the named insured:
- (7) If the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for badily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for badily injury to two or more persons as the result of any one accident shall not exceed the limit of badily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### **ADDITIONAL DEFINITIONS**

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for budily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reached the company and the injured correct or any examination. sonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce

- (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping:
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators
  - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

- (c) to property in the custody of the Insured which is to be installed, erected or used in construction by the insured,
- (d) to that particular part of any property, not on premises owned by or rented to the insured.
  - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

- (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named fosured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B.) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insurant, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" pro-vision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any Insured engaged in the business or occupation of pro-viding any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

#### VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in (ength)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the lasured is, irrespective of this coverage, covered or pro-tected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

# IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising tojury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or dam-age is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

- (a) to bodily injury or property damage included within the com-pleted operations hazard or the products hazard;
- (b) to Premises Medical Payment Comage 200332

#### X. ABDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising lajury coverages, under the provision "Persons insured", the following are added as insureds:

(A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of

**BUSINESS CONFIDENTIAL** 

incured:

- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage, for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each eccurrence":

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for healty injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray; and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

Medical Reports: Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath it required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonable require. The company may not not the injured nerson or any nerson. selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

# IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages:

# V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to properly damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such properly damage arises out of fire

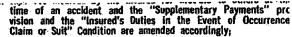
All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule of this endorsement:
- (C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insurad, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.
- BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for preperty damage liability applies, subject to the following additional provisions:

(A.) Exclusions (k) and (o) are replaced by the following:



(2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

#### VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured not being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or pro-tected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing deficiency; concurrent, or double insurance or otherwise.

#### IX. LIMITED WORLDWIDE LIABILITY: COVERAGE:

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to builty injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America; its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4: above shall not apply:

- (a) to bodily injury or property damage included within the com-pleted operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage:

#### X ADDITIONAL PERSONS INSURED .

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply
  - (1) to budily injury or personal injury to another employee of the named insured arising out of or in the course of his employment:
  - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing:
  - (3) to property damage to property owned, occupied or used by rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named lesured, or by the named lesured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

#### XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS) The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to budily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90. days from the date any such organization is acquired or formed by the named insured.



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**COCA 000333** BUSINESS CONFIDENTIAL

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COMPANY CONFIDENTIAL

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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# **DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Coverage	Amount	and Basis of	Deductibl <del>e</del>
Bodily Injury Liability	\$ \$		per claim per occurrence
Property Damage Liability	\$ \$		per claim per occurrence
Bodily Injury Liability and Property Damage Liability Combined	\$ 2 \$	2,500.00	per claim per occurrence

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):—
The deductible amount entered above shall also include "defense expense", and also all other loss adjustment expenses incurred in the investigation, settlement or defense of any claim.

- 1. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and the limits of insurance applicable to "each occurrence" for such coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverages shall not be reduced by the application of such deductible amount.
- 2. The deductible amounts stated in the Schedule apply as follows:
  - A. PER CLAIM BASIS—if the deductible is on a "per claim" basis, the deductible amount applies:
    - 1. Under the Bodily Injury Liability or Property Damage Liability Coverage, respectively:
      - To all damages because of "bodily iniury" sustained by one person, or
      - To all damages because of "property damage" sustained by one person or organization,

as the result of any one "occurrence".

2. Under Bodily Injury Liability and Property

Damage Liability Coverage combined to all damages because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence".

- B. PER OCCURRENCE BASIS—if the deductible is on a "per occurrence" basis, the deductible amount applies:
  - 1. Under the Bodily Injury Liability or Property Damage Liability Coverage, respectively:
    - a. To all damages because of "bodily injury" as the result of any one "occurrence", or
    - b. To all damages because of "property damage" as the result of any one "occurrence".

regardless of the number of persons or organizations who sustain damages because of that "occurrence".

Under Bodily Injury Liability and Property Damage Liability Coverage combined to all damages because of "bodily injury" and "property damage" as the result of any one



(over)

- "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- 3. The terms of this insurance, including those with respect to:
  - (a) Our right and duty to defend any "suits" seeking those damages; and
  - (b) Your duties in the event of an "occurrence", claim, or suit

- apply irrespective of the application of the deductible amount.
- 4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

This endorsement, effective orms a part of Policy No		issued to	Coca Mines, Inc
			ON STATE INSURANCE COMPANY.
		•	al General Liability
This Endorsement C	hanges the Po	olicy - Pleas	se Read It Carefully.
IN	DEPENDENT CO	NTRACTORS WAI	RRANTY
This endorsement m	odifies insu	rance provide	ed under the following:
œ	MERCIAL GEN	ERAL LIABILI	TY COVERAGE PART
performed by indep	endent contri the time "bo	actors unles	damage" arising out of operations s such independent contractors or "property damage" insurance o
insurance are equa further agreed that by this policy shat schedule. The ter- are amended according	al to or great it subject to all be excess ms and condi- lingly:	dule below at ter than tho the foregoi over such in tions of the	nd the limits of liability for su se shown in the schedule. It is ng, such insurance as is provided nsurance as described in the policy relating to "other insura ts of Liability
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COMPANY CONFIDENTIAL

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s endorsement	, effective		July 30,	1986		•	
•	olicy No. CI		issued (	cocz	a Mines,	Inc	
			CONSTITU				MPANY.
	•				•		
			•	Commercia	al Genera	l Liabili	ty
	· .					•	
This Endo	orsement Cha	nges the	Policy -	Please	Read it	Carefully	•
	BL	asting w	ARRANIY EN	DORSEMEN			
This endo	orsement mod	ifies in	surance pr	ovided u	nder the	following	<b>:</b>
	COMMERCIAL	GENERAL	LIABILITY	COVERAG	E PART		. ,
company's	red warrants s liability, job indicat	he will					
1) :	The exact lo	cation o	f each "sh	ot";			
2) '	Ihe exact ti	me each"	shot" was	made;	•		
3) !	The type and	amount o	of each ea	plosive	charge us	ed in eac	h "shot";
	The purpose present;	of each	"shot" and	the typ	e of grou	nd struct	ure
	The name of "shot".	the pers	on (employ	vee) suipe	rvising c	r setting	the
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July 31,		Los Ang	eles, Cal	ifornia		Shill	
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COMPANY CONFIDENTIAL

COCA 000338 BUSINESS CONFIDENTIAL

is endorsement, effective	July 30, 1986	
was a mank of the transfer		***********
rms a part of Policy NoCP	P093850 Issued to Coca Mines, Inc.  by CONSTITUTION STATE INSURANCE COMPA	
		, A Fair
•	•	
	Commercial General Liability	
•		•
This endorsement c	changes the policy - Please Read it Carefully.	
CHANGES -	AMENDMENTS OF CANCELLATION CONDITION	
This endorsement m	modifies insurance provided under the following:	:
COMMERCIAL GE	ENERAL LIABILITY COVERAGE PAPT	
The following is a Policy Conditions)	added to paragraph 5. of Cancellation (Common):	
In the event of ca	ancellation, we will retain 35% of the premium annual policy period.	
In the event of ca		
In the event of ca		
In the event of ca		
In the event of ca		
In the event of ca		
In the event of ca developed for any	annual policy period.	
In the event of ca	Ios Angeles, California	nature
In the event of ca developed for any July 31, 1986	Ios Angeles, California	nature
In the event of ca developed for any July 31, 1986	Ios Angeles, California	nature

COCA 000339 BUSINESS CONFIDENTIAL

July 31, 1986 Issue Date	Los Angeles, Ca.  Agency A	lifornia	<u> </u>	Signature
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CUMPERCI	IAL GENERAL LIABII	LITY COVERAG	E PART	
This endorsement modif	ies insurance pro	ovided under	the following	<b>[3</b> :
EXCI	USION - PUNITIVE	OR EXEMPLAR	DAMAGES	
				• • <u>·</u>
This Endorsement Chang	ges the Policy -	Please Read	l it Carefully	•
		Commercial (	eneral Liabil	ity
	•		··	
<del></del>	by CONSTIT	rution stat	e insurance (	COMPANY.
• •		to <u>coca</u>	lines, Inc	
orms a part of Policy No				
This endorsement, effective			· •	

This endorsement, effective _		July 30, 19	86	·
forms a part of Policy No	CP093850	issued to	Coca Mines,	Inc
	hv (	CONSTITUTIO	N STATE INSIDE	ANCE COMPANY

### SERVICE OF SUIT

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Constitution State Insurance Company, c/o C and F Surplus Insurance Brokers, Inc., 3345 Wilshire Boulevard, Suite 411, Ios Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United State of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above-named as the person whom the said officer is authorized to mail such process or a true copy thereof.

July 31, 1986 Issue Date

Los Angeles, California
Agency At.

Authorized Signature

AMC/jf

CM

This endorsement, effective	 July	30,	1986			•	
forms a part of Policy No	 · · · · · · · · · · · · · · · · · · ·	issued	to	Coca	Mines,	Inc.	
					INSURA		IPANY.

Commercial General Liability

This Endorsement Changes the Policy - Please Read it Carefully.

### ADDITIONAL INSURED(S)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added as an Additional Insured as respects the operations of the Named Insured, except that liability resulting from the Additional Insured's sole negligence.

- 1. Plum Creek Timber Inc. and Burlington Northern Railroad 1st Interstate Center #2300 999 3rd Ave. Seattle, Wa. 98104
- Burton Brothers Inc.
   c/o Mr. Clifford G. Burton
   9120 San Juan Place
   Las Mesa, Ca. 92041
- 3. Mr. Clifford G. Burton 9120 San Juan Place Las Mesa, Ca. 92041
- 4. Middle Butte Mine Inc. 345 Creekside Drive Palo Alto, Ca. 94306-4509

August 12, 1986

Issue Date

Los Angeles, California

Agency At.

Authorized Signature

AMC/liz

M CFG3537

Hecla 104(e) 3098

COCA 000342 BUSINESS CONFIDENTIAL

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This endorsement, effective	July	30, 1986		
forms a part of Policy No	CP093850	issued to	Coca Mines,	Inc.
		NSTITUTION :	STATE INSURAN	CE COMPANY.

Commercial General Liability

This Endorsement Changes the Policy - Please Read It Carefully.

Changes - Named Insured

This Endorsement Modifies Insurance Provided Under The Following:

Commercial General Liability Coverage Part

Named Insured is amended to read:

Coca Mines, Inc.
Middle Buttes Partners Ltd. (A Partnership)
Cactus Gold Mines Co. (A Joint Venture with
Compass Mining, Inc.)
Hardscrabble Partners, Ltd. (A Partnership)
Congdon & Carey (General Partners)
Congdon & Carey, Ltd. No. 3 (A Partnership)

August 12, 1986

Issue Date

Los Angeles, California

Agency At.

CFG3537

Hecla 104(e) 3099

Authorized Signature

COCA 000343
BUSINESS CONFIDENTIAL

· •	ENDURSEMENT		
		•	#8
This endorsement, effective	July 30, 1986		•.
forms a part of Policy No. CPC	093850 issued to_	COCA MINES.	INC.
	by CONSTITUTION	ON STATE INSURANCI	e Company.
•			
•	Commerci	al General Liabi	litu
			<u>-</u>
This Endorsement Char	nges the Policy -	Please Read It Ca	arefully.
Char	nges - Colorado Ta	x/Fee	•
This Endorsement Mod	ifies Insurance Pr	ovided Under The	Following:
COMMERCIAL	GENERAL LIABILITY	COVERAGE PART	
Item number 3 of Comfollows:	mon Policy Declara	tion, is correct	ed as
Colorado Sta	te Surplus Tax (2.	2%) \$ 880.00	
Colorado Star Processing Fo	mping Fee (	2%) \$ 8.00 \$ 300.00	•
Broker Fee		\$ 100.00	
	•	\$41,288.00	- Policy Total
		•	$\wedge$
			/
August 27, 1986	Los Angeles, Cali	fornia	

Issue Date

G3537

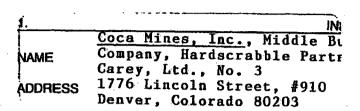
Agency At.

Hecla 104(e) 3100

AMC/liz

### GENERAL STAR INDEMNITY COMPANY

Excess Liability Policy Policy Provisions — Part 1





INSURORS

700 BROADWAY SUITE 1035 P.O. BOX 18-S DENVER, COLORADO 80218

In consideration of the payment of the premium, in reliance upon the statements in the Declarations made a part hereof and subject to all the terms of this Policy, General Star Indemnity Company (herein called the Company) agrees with the Insured named in the Declarations as follows:

### **INSURING AGREEMENTS**

### I. COVERAGE

The Company shall indemnify the Insured for ultimate net loss in excess of the underlying insurance stated in Item 2 of the Declarations, but not in excess of the Company's limits of liability stated in Item 3 of the Declarations.

### II. APPLICATION OF UNDERLYING INSURANCE

Except for the limits of liability and any provisions in the underlying insurance policy which are inconsistent with this Policy, including any endorsements attached hereto, the terms, conditions, agreements, definitions, exclusions and limitations of the controlling underlying insurance policy are incorporated by reference as a part of this Policy.

### III. INVESTIGATION, DEFENSE AND SETTLEMENT

The Company shall not be obligated to investigate, defend or settle any claim or suit against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying Insurers, or both, in the investigation, defense or settlement of any claim or suit which, in the opinion of the Company, involves or appears reasonably likely to involve the Company. If the Company avails itself of such right and opportunity, the Insured, its insurers and the Company shall cooperate in such matters so as to effect a final determination thereof. The Insured shall not make or agree to any settlement for an amount in excess of underlying insurance without the approval of the Company.

Subject to the above provision, costs incurred by the Insured shall be borne as follows:

- (a) all costs incurred by the insured without the written consent of the Company shall be borne by the insured:
- (b) if a claim or suit is settled for not more than the

- limits of underlying insurance, no costs shall be payable by the Company;
- (c) if the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the Company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the costs incurred by the Insured in the proportion which the amount of ultimate net loss as finally determined to be payable by the Company bears to the total amount paid on such claim or suit by all interests;
- (d) If the Insured elects not to appeal a judgment in excess of the limits of underlying Insurance, the Company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the Company exceed the limits of liability as stated in this Policy, plus the cost and expense of such appeal.

### IV. LIMITS OF LIABILITY

- Regardless of the number of (1) Insureds under this Policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the Company's liability is timited as follows:
- (a) The limits of the Company's liability under this Policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability as

GSI-02-1J (5/86)

Hecla 104(e) 3101

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stated in Item 2 of the Declarations; provided that:

- (i) unless aggregate limits are specifically stated in both Items 2 and 3 of the Declarations of this Policy, the Insurance afforded by this Policy applies with respect to each occurrence only for limits of liability in excess of the amounts afforded for each occurrence in the underlying Insurance and does not apply over any reduced amount of underlying Insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying Insurance; or
- (ii) if aggregate limits of liability are specifically stated in both items 2 and 3 of the Deslarations, the insurance afforded by this Policy applies in excess of reduced underlying insurance, provided such reduction in the

underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this Policy.

- (b) If the limits of liability stated in Item 3 of the Declarations, are on a Contributing Excess Basis, the limits of the Company's liability shall be the prorata percentage so stated of all ultimate net loss to which this Policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in Item 3 of the Declarations are on an Excess of Loss Basis, the limits of the Company's liability shall be the amount of a ultimate net loss to which this Policy applies which is in excess of underlying insurance, up to the limits so stated.

Hecla 104(e) 3102

## NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

It is agreed that the Policy shall not apply:

- Under any Liability Coverage, to bodily injury or property damage
  - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy Issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada; or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability, or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which
    - any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
    - (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from

- the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid; to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material
    - (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or
    - (2) has been discharged or dispersed therefrom;

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### CERTIFICATE OF EXCESS INSURANCE

ISSUED BY

### GENERAL STAR INDEMNITY COMPANY

STAMFORD, CONNECTICUT 06904-2354

### DECLARATIONS

CERTIFICATE NO.
NEX - 26582

RENEWAL OF CERTIFICATE NO.

NEX

INSURED

NAME

Coca Mines, Inc., Middle Buttes Partners Ltd., Cactus Gold Mines Company, Hardscrabble Partners, Ltd., Congdon & Carey, Congdon &

Carey, Ltd., No. 3

**ADDRESS** 

1776 Lincoln Street, #910

Denver, Colorado 80203

2.

UNDERLYING INSURANCE

CARRIER/POLICY PERIOD

COVERAGE

LIMITS

The Constitution State Insurance Company

General Liability (Claims Made)

\$1,000,000 each occurrence Bodily Injury and/or Property Damage Liability Combined/\$1,000,000 aggregate (where applicable)

This contract is registered and delivered as a surplus line coverage under the SURPLUS LINES BEURANCE ACT.

Premium

Policy Fee and/or Tax

Surplus Lines Fee Inspection Fee

Total

-----

\$35,770.00

LIMIT(S) OF COVERAGE HEREUNDER

\$5,000,000 each occurrence Bodily Injury and/or Property Damage Liability Combined/\$5,000,000 aggregate (where applicable) in excess of the limits expressed in Item 2 above.

Hecla 104(e) 3103

PREMIUM

\$35,000.00 Minimum and Deposit, adjustable upon expiration at a rate of \$3.50 per \$100.00 Payroll.

5. PERIOD OF COVERAGE HEREUNDER

July 30, 1986 to July 30, 1987

Both days at 12:01 AM local standard time

IN WITNESS WHEREOF the GENERAL STAR INDEMNITY COMPANY has caused this Certificate to be executed

at Los Angeles, CA

this 11th

day of August

, 19 86

This contract is registered and delivered as a surplus line coverage under the second beautiful and the coverage under the second beautiful as a surplus to the coverage under the second beautiful as a surplus to the coverage under the second beautiful as a surplus to the coverage under the second beautiful as a surplus to the coverage under the second beautiful as a surplus to the coverage under the second beautiful as a surplus to the coverage under the second beautiful as a surplus to the coverage under the second beautiful as a surplus to the coverage under the second beautiful as a surplus to the coverage under the second beautiful as a surplus to the coverage under the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus to the second beautiful as a surplus t

EDWARD M. WILLIS, Surplus Line Droker.

GSI-02-1 (5/86)

GENERAL STAR INDEMNITY COMPANY

Authorized Signature

**BUSINESS CONFIDENTIAL** 

COMPANY CONFIDENTIAL

NO.1 - Page 1

For attachment to Policy No. NEX-26582

.... between

Coca Mines, Inc., etal

ENERAL STAR INDEMNITY COMPANY. Effective date of this endorsement

July 30, 1986

_ and

### MAINTENANCE OF UNDERLYING INSURANCE

It is hereby understood and agreed that Condition E. Maintenance of Underlying Insurance is amended to read as follows:

It is a condition of this Policy that the policy, or policies referred to in item 2 of the Declarations, including renewal or policies referred to in item 2 of the Declarations, including renewal or replacements thereof not more restrictive, shall be maintained without alteration of terms or conditions, in full effect during the currency of this Policy except for any reduction or exhaustion of the aggregate limit contained therein solely by payment of claims that arise out of occurrences for which coverage is afforded in the controlling underlying insurance policy or policies referred to in item 2 of the Declarations. Failure of the Insured to comply with the foregoing shall not invalidate this Policy, but in the event of such failure, the Company shall be liable hereunder only to the extent that it would have been liable had the insured complied therewith.

In the event there is no recovery available to the Insured as a result of insolvency of the underlying insurer, or by reason of the Insured having breached the contract of underlying insurance, the coverage hereunder shall apply in excess of the applicable limit of liaiblity specified in Item 2 of the Declarations.

The First Named Insured must report to the Company any material coverage changes or reductions in Limits in the Underlying Insurance policies, within thirty (30) days of such changes and reductions. "Reduction in limits" above, shall mean limits reduced to less than 50% of the limits shown in the Declarations of this policy by virtue of return paid losses under such Underlying Insurance policies.

of actual paid losses under such Underlying Insurance policies. Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Policy other than as above stated.

In Witness Whereof, the GENERAL STAR INDEMNITY COMPANY has caused this Endorsement to be signed by its President and Secretary at Stamford, Connecticut, but the same shall not be binding upon the Insurer unless countersigned by an authorized representative of the Insurer.

Secretary 2

Countersigned at Los Angeles, CA

this

11th

day of

August

President 19 86

GENERAL STAR INDEMNITY COMPANY

**Authorized Signature** 

GSI-05-11 (5/86)

For attachment to Policy No. NEX-26582 between Coca Mines, Inc., et al and SENERAL STAR INDEMNITY COMPANY. Effective date of this endorsement July 30, 1986

### EXTENDED REPORTING PERIOD

It is hereby understood and agreed that, if the controlling underlying insurance policy or policies are amended to provide an Extended Reporting Period, the Company will provide an Extended Reporting Period subject to the following conditions:

- 1) The Company's Extended Reporting Period will be for the same duration as the Extended Reporting Period in the controlling underlying insurance Policy or Policies.
- 2) The First Named Insured must make a written request for an Extended Reporting Period within 60 days after the end of the policy period.
- 3) The Extended Reporting Period will not take effect unless the additional premium determined by the Company is paid when due. The Premium for the Extended Reporting Period Endorsement will be fully earned when the Endorsement takes effect.
- 4) The Extended Reporting Period will not reinstate or increase the Limits of Liability.
- 5) A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period.

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Policy other than as above stated.

In Witness Whereof, the GENERAL STAR INDEMNITY COMPANY has caused this Endorsement to be signed by its President and Secretary at Stamford, Connecticut, but the same shall not be binding upon the Insurer unless countersigned by an authorized representative of the Insurer.

Lullin Steller Secretary

day

August

President 19 86

Countersigned at Los Angeles, CA

this

11th

day of

GENERAL STAR INDEMNITY COMPANY

**Authorized Signature** 

GSI-05-11 (5/86)

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the bodily injury or property damage arises out of the furnishing by an Insured of service, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to property damage at such nuclear facility and any property thereat.

### IV. As used herein:

hazardous properties include radioactive, toxic or explosive properties;

nuclear material means source material, special nuclear material or by-product material;

source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:

spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

waste means any waste material (1) containing by-product material (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under the first two paragraphs of the definition of nuclear facility.

### nuclear facility means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a selfsupporting chain reaction or to contain a critical mass of fissionable material:

property damage includes all forms of radioactive contamination of property.

### **DEFINITIONS**

When used in this Policy, including endorsements forming a part hereof:

### 1. Controlling Underlying Insurance Policy

The term "Controlling Underlying Insurance Policy" means the Insurance policy designated as such in Item 2 of the Declarations.

### 2. Costs

The term "Costs" means

- (a) interest on ludgments,
- (b) investigation, adjustment and legal expenses including taxed court costs and premiums on bonds,
- (c) **costs** incurred by the Insured with the consent of the Company but excluding
  - (i) all expenses for salaried employees and counsel on general retainer.
  - (ii) all office expenses of the Insured, and
  - (iii) regular fees paid to counsel on general retainer.

### 3. First Named Insured

The term "First Named Insured" means the person or organization first named in Item 1 of the Declarations of this Policy, which person or organization

is authorized to act as sole agent on behalf of all Insureds with respect to giving or receiving notice of cancellation, receiving unearned premium, and agreeing to any changes in this Policy.

### 4. Occurrence

The term "Occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy.

### 5. Ultimate Net Loss

The term "Ultimate Net Loss" means the total of all sums which the Insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason of adjudication or settlement, because of an occurrence covered under the terms of the controlling underlying insurance policy and to which this Policy applies; ultimate net loss shall include costs, but shall not include recoveries, salvages or other insurance except underlying insurance or insurance written specifically to apply in excess of this policy, whether collectible or not.

### 6. Underlying Insurance

The term "Underlying Insurance" means the primary or excess insurance policies contributing to

COMPANY CONFIDENTIAL

the limit stated in Item 2 of the Declarations, including any deductible amount, insured's participation or self insured retention beneath any such policy, and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of

- any defense which the underlying insurer may assert.
- (2) the insured's failure to comply with any condition of any such policy or
- (3) the insolvency of the underlying insurer. Hecla 104(e) 3107

### CONDITIONS

### (A) Premium And Audit

If the premium is stated in Item 4 as a flat charge, such premium is applicable to the stated policy period. If the premium is stated in Item 4 as other than a flat charge, such premium is an advance premium only and earned premium shall be computed at the end of the period during which the Policy is in force at the rate applicable thereto, subject to the Minimum Premium stated in Item 4.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

### (B) Insured's Duties in The Event Of Occurrence, Claim or Suit

- (1) In the event of an occurrence covered hereunder, involving injuries or damages which, without regard to legal liability, appears likely to involve this Policy, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable.
- (2) If a claim is made or suit is brought against the Insured because of an occurrence which, without regard to legal liability, appears likely to involve this Policy, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- (3) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of damages with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own costs, voluntarily make any payment, assume any obligation or incur any expense; however, in the event that the amount of uttimate net loss becomes certain either through trial court judgment or agreement

among the Insured, the claimant and the Company, then, the Insured may pay the amount of ultimate net loss to the claimant to effect settlement and upon submission of due proof thereof, the Company shall indemnify the Insured for the part of such payment which is in excess of the underlying Insurance, or the Company will, upon request of the Insured, make such payment to the claimant on behalf of the Insured.

### (C) Other Insurance

If other valid and collectible Insurance with any other insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is in excess of the Insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions, and limitations of other insurance, reinsurance or indemnity.

### (D) Subrogation

The Company shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor, and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest, including the Insured's having paid an amount in excess of the underlying limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying insurer, as their interest may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, it shall bear the expenses thereof.

### (E) Maintenance of Underlying Insurances

it is a condition of this Policy that the policy or policies referred to in item 2 of the Declarations, including renewal or replacements thereof not more restrictive, shall be maintained, without alteration of terms or conditions, in full effect during the currency of this Policy except for any reduction or exhaustion of the aggregate limit contained therein solely by payment of claims that arise out of occurrences which take place

during the period of this Policy. Failure of the Insured to comply with the foregoing shall not invalidate this Policy, but in the event of such failure the Company shall be liable hereunder only to the extent that it would have been liable had the insured complied therewith.

In the event there is no recovery available to the Insured as a result of insolvency of the underlying insurer or by reason of the Insured having breached the contract of underlying insurance, the coverage hereunder shall apply in excess of the applicable limit of liability specified in Item 2 of the Declarations.

The First Named Insured shall give the Company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying insurance, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

### (F) Cancellation

This Policy may be cancelled by the First Named Insured by mailing or delivering to the Company writ-

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ten notice stating when thereafter such cancellation shall be effective. This Policy may be cancelled by the Company by mailing or delivering to the First Named Insured at the address shown in this Policy written notice stating when, not less than thirty (30) days thereafter or, if the insured has failed to pay the premium when due, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the First Named Insured, only 90% of the unearned paid premium shall be returned. If the Company cancels, earned premium shall be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF the GENERAL STAR INDEMNITY COMPANY has caused this Policy to be signed by its President and Secretary at Stamford, Connecticut, but the same shall not be binding upon the Company unless countersigned on the Declarations Page by an authorized representative of the Company.

**GENERAL STAR INDEMNITY COMPANY** 



### CERTIFICATE OF EXCESS INSURANCE ISSUED BY GENERAL STAR INDEMNITY COMPANY Stamford, Connecticut 06904

### **DECLARATIONS**

POLICY NUMBER: NEX-026582A

ITEM 1 - NAME AND ADDRESS OF INSURED:

COCA MINES, INC. SEE END. FF002 1776 LINCOLN STREET #910 DENVER, CO

ITEM 2 - UNDERLYING INSURANCE:

A) INSURER - THE CONSTITUTION STATE INS. CO

COVERAGE - GENERAL LIABILITY (CLAIMS MADE)

LIMITS - \$1,000,000 each occurrence Bodily Injury and/or Property Damage Liability combined/\$1,000,000 aggregate (where applicable)

45,600.00 1,003.20 46,603.20

ITEM 3 - LIMIT(S) OF COVERAGE HEREUNDER:

\$5,000,000 each occurrence Bodily Injury and/or Property Damage liability combined/\$5,000,000 aggregate (where applicable) in excess of the limits stated in Item 2 above

ITEM 4 - PREMIUM: \$45,600.00 SEE END. FF001

ITEM 5 - PERIOD OF COVERAGE HEREUNDER: 07/30/87 to 07/30/88 Both days at 12:01 AM local standard time.

IN WITNESS WHEREOF the GENERAL STAR INDEMNITY COMPANY has caused this Certificate to be executed at Stamford, Connecticut this 19 day of August, 1987

GENERAL STAR INDEMNITY COMPANY

Authorized Signature

GSI-02-1D (1/87) INSURED

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### POLLUTION EXCLUSION - ABSOLUTE ENDORSEMENT B

This policy does not apply to:

- Personal injury, bodily injury or property damage arising out of the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere or any watercourse, body of water, bog, marsh, swamp or wetland, whether or not such discharge, dispersal, release or escape was sudden and accidental.
- 2) Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, oil, petroleum substances or derivatives (including any oil refuse or oil mixed with wastes), smoke vapors, soot, fumes, acids, alkalis, chemicals and waste materials. Waste materials includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

Further, the Company shall not have any duty to defend any suit against the Insure

Signed & Accepted by
Date

NAME OF INSURED: COCA MINES, INC.

Effective date of this Endorsement: 07/30/87

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Policy other than as above stated.

In Witness Whereof, the GENERAL STAR INDEMNITY COMPANY has caused this indorsement to be issued, but the same shall not be binding upon the Company inless countersigned by an authorized representative of the Company.

Countersigned at Stamford, Connecticut this 19 day of August, 1987

INDORSEMENT NUMBER 001

GENERAL STAR INDEMNITY COMPANY

Authorized Signature

186 (1/87)

### GENERAL STAR INDEMNITY COMPANY

Excess Liability Policy
Policy Provisions — Part 1



with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to property damage at such nuclear facility

In consideration of the payment of the premium, in reliance upon the statements in the Declarations made a part hereof and subject to all the terms of this Policy, General Star Indemnity Company (herein called the Company) agrees with the Insured named in the Declarations as follows:

### **INSURING AGREEMENTS**

### I. COVERAGE

The Company shall indemnify the insured for ultimate net loss in excess of the underlying insurance stated in Item 2 of the Declarations, but not in excess of the Company's limits of liability stated in Item 3 of the Declarations.

### II. APPLICATION OF UNDERLYING INSURANCE

Except for the limits of liability and any provisions in the underlying insurance policy which are inconsistent with this Policy, including any endorsements attached hereto, the terms, conditions, agreements, definitions, exclusions and limitations of the controlling underlying insurance policy are incorporated by reference as a part of this Policy.

### III. INVESTIGATION, DEFENSE AND SETTLEMENT

The Company shall not be obligated to investigate, defend or settle any claim or suit against the insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurers, or both, in the investigation, defense or settlement of any claim or suit which, in the opinion of the Company, involves or appears reasonably likely to involve the Company. If the Company avails itself of such right and opportunity, the insured, its insurers and the Company shall cooperate in such matters so as to effect a final determination thereof. The insured shall not make or agree to any settlement for an amount in excess of underlying insurance without the approval of the Company.

Subject to the above provision, costs incurred by the insured shall be borne as follows:

- (a) all costs incurred by the insured without the written consent of the Company shall be borne by the insured;
- (b) if a claim or suit is settled for not more than the

limits of **underlying insurance**, no **costs** shall be payable by the Company;

- (c) if the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the Company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the costs incurred by the insured in the proportion which the amount of ultimate net loss as finally determined to be payable by the Company bears to the total amount paid on such claim or suit by all interests;
- (d) If the Insured elects not to appeal a judgment in excess of the limits of underlying insurance, the Company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the Company exceed the limits of liability as stated in this Policy, plus the cost and expense of such appeal.

### IV. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this Policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the Company's liability is limited as follows:

(a) The limits of the Company's liability under this Policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability as

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stated in Item 2 of the Declarations; provided that:

- (i) unless aggregate limits are specifically stated in both Items 2 and 3 of the Declarations of this Policy, the insurance afforded by this Policy applies with respect to each occurrence only for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance; or
- (ii) if aggregate limits of liability are specifically stated in both Items 2 and 3 of the Declarations, the insurance afforded by this Policy applies in excess of reduced underlying insurance, provided such reduction in the

underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this Policy.

- (b) If the limits of liability stated in Item 3 of the Declarations are on a Contributing Excess Basis, the limits of the Company's liability shall be the pro rata percentage so stated of all ultimate net loss to which this Policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in Item 3 of the Declarations are on an Excess of Loss Basis, the limits of the Company's liability shall be the amount of all ultimate net loss to which this Policy applies which is in excess of underlying insurance, up to the limits so stated.

Hecla 104(e) 3112

## NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

It is agreed that the Policy shall not apply:

- I. Under any Liability Coverage, to bodily injury or property damage
  - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability, or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which
    - any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
    - (2) the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from

the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material
    - is at any nuclear facility owned by, or operated by or on behalf of, an insured or
    - (2) has been discharged or dispersed therefrom;

COMPANY CONFIDENTIAL

COCA 000356 BUSINESS CONFIDENTIAL

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled. used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the bodily injury or property damage arises out of the furnishing by an Insured of service. materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to property damage at such nuclear facility and any property thereat:

### IV. As used herein:

hazardous properties include radioactive, toxic or explosive properties;

nuclear material means source material, special nuclear material or by-product material;

source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:

spent fuel means any fuel element or fuel component; solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

waste means any waste material (1) containing by-product material (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear

facility under the first two paragraphs of the definition of nuclear facility.

### nuclear facility means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel... or (3) handling, processing or packaging
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a selfsupporting chain reaction or to contain a critical mass of fissionable material;

property damage includes all forms of radioactive contamination of property 

### **DEFINITIONS**

2.5 When used in this Policy, including endorsements forming a part hereof: 12 has been a second to the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control

### 1. Controlling Underlying Insurance Policy

The ferm "Controlling Underlying Insurance Policy" means the insurance policy designated as such in Item 2 of the Declarations

2. Costs The term "Costs" means

- (a) Interest on judgments,
- (b) Investigation, adjustment and legal expenses including taxed court costs and premiums on 1 m 34 m
- (c) costs incurred by the insured with the consent of the Company but excluding:
  - (i) all expenses for salaried employees and counsel on general retainer.
  - (ii) all office expenses of the insured, and
  - (iii) regular fees paid to counsel on general retainer.

### First Named Insured

The term "First Named Insured" means the person or organization first named in Item 1 of the Declarations of this Policy, which person or organization

is authorized to act as sole agent on behalf of all insureds with respect to giving or receiving notice of cancellation, receiving unearned premium, and agreeing to any changes in this Policy. 

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### Occurrence

The term "Occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy

### Ultimate Net Loss

The term "Ultimate Net Loss" means the total of all sums which the insured; or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason of adjudication or settlement, because of an occurrence covered under the terms of the controlling underlying insurance policy and to which this Policy applies; uitimate net loss shall include costs, but shall not include recoveries, salvages or other insurance except underlying insurance or insurance written specifically to apply in excess of this policy, whether collectible or not.

### 6. Underlying insurance:

The term "Underlying Insurance" means the primary or excess insurance policies contributing to the limit stated in Item 2 of the Declarations, including any deductible amount, insured's participation or self insured retention beneath any such policy, and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of

- (1) any defense which the underlying insurer may assert,
- (2) the Insured's failure to comply with any condition of any such policy or
- (3) the insolvency of the underlying insurer.

### CONDITIONS

### (A) Premium And Audit

If the premium is stated in Item 4 as a flat charge, such premium is applicable to the stated policy period. If the premium is stated in Item 4 as other than a flat charge, such premium is an advance premium only and earned premium shall be computed at the end of the period during which the Policy is in force at the rate applicable thereto, subject to the Minimum Premium stated in Item 4.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

### (B) Insured's Duties in The Event Of Occurrence, Claim or Suit

- (1) In the event of an occurrence covered hereunder, involving injuries or damages which, without regard to legal liability, appears likely to involve this Policy, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.
- (2) If a claim is made or suit is brought against the insured because of an occurrence which, without regard to legal liability, appears likely to involve this Policy, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- (3) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of damages with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own costs, voluntarily make any payment, assume any obligation or incur any expense; however, in the event that the amount of ultimate net loss becomes certain either through trial court judgment or agreement

among the Insured, the claimant and the Company, then, the Insured may pay the amount of ultimate net loss to the claimant to effect settlement and upon submission of due proof thereof, the Company shall indemnify the Insured for the part of such payment which is in excess of the underlying insurance, or the Company will, upon request of the Insured, make such payment to the claimant on behalf of the Insured.

### (C) Other Insurance

If other valid and collectible Insurance with any other insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions, and limitations of other insurance, reinsurance or indemnity.

### (D) Subrogation

The Company shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor, and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest, including the insured's having paid an amount in excess of the underlying limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying insurer, as their interest may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, it shall bear the expenses thereof.

### (E) Maintenance of Underlying Insurances

It is a condition of this Policy that the policy or policies referred to in Item 2 of the Declarations, including renewal or replacements thereof not more restrictive, shall be maintained, without alteration of terms or conditions, in full effect during the currency of this Policy except for any reduction or exhaustion of the aggregate limit contained therein solely by payment of claims that arise out of occurrences which take place

during the period of this Policy. Failure of the Insured to comply with the foregoing shall not invalidate this Policy, but in the event of such failure the Company shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

In the event there is no recovery available to the Insured as a result of insolvency of the underlying insurer or by reason of the insured having breached the contract of underlying insurance, the coverage hereunder shall apply in excess of the applicable limit of liability specified in Item 2 of the Declarations.

The First Named Insured shall give the Company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying insurance, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

### (F) Cancellation

This Policy may be cancelled by the First Named: Insured by mailing or delivering to the Company writ-

ten notice stating when thereafter such cancellation shall be effective. This Policy may be cancelled by the Company by mailing or delivering to the First Named Insured at the address shown in this Policy written notice stating when, not less than thirty (30) days thereafter or, if the Insured has failed to pay the premium when due, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the First Named Insured, only 90% of the unearned paid premium shall be returned. If the Company cancels, earned premium shall be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF the GENERAL STAR INDEMNITY COMPANY has caused this Policy to be signed by its President and Secretary at Stamford, Connecticut, but the same shall not be binding upon the Company unless countersigned on the Declarations Page by an authorized representative of the Company.

GENERAL STAR INDEMNITY COMPANY



### RETROACTIVE DATE, EXTENDED REPORTING PERIOD AND MAINTENANCE OF UNDERLYING INSURANCE

- I. This policy shall apply to claims in excess of the claims-made underlying insurance stated in Item 2 of Declarations provided that:
  - 1) claim is first made during the policy period of this policy, and
  - such claims referred to above in (1) result from injury or damage that occurred on or after this policy's Retroactive Date (shown below)

Retroactive	Date	07/30/86

Further, if the controlling underlying insurance policy or policies are amended to provide an Extended Reporting Period, the Company will provide an Extended Reporting Period subject to the following conditions:

- 1) The Company's Extended Reporting Period will be for the same duration as the Extended Reporting period in the controlling underlying insurance Policy or Policies.
- 2) The First Named Insured must make a written request for an Extended Reporting Period within 60 days after the end of the policy period.
- 3) The Extended Reporting Period will not take effect unless the additional premium determined by the Company is paid when due. The Premium for the Extended Reporting Period Endorsement will be fully earned when the Endorsement takes effect.
- 4) The Extended Reporting Period will not reinstate or increase the Limits of Liability.
- 5) A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period.
- :II. Further, Condition E, Maintenance of Underlying Insurance, is amended to read as follows:

It is a condition of this policy that the policy, or policies referred to in Item 2 of the Declarations, including renewal or replacements thereof not more restrictive, shall be maintained without alteration of terms or conditions, in full effect during the currency of this policy except for any reduction or exhaustion of the aggregate limit contained therein solely by payment of claims 1) that result from injury or damage that occurred on or after this policy's retroactive date, and 2) for which coverage is afforded in the controlling underlying insurance policy or policies referred to in item 2 of the Declarations.

PAGE 1 OF 2



### GENERAL CHANGE ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT ITEM 1, NAME OF INSURED, IS COMPLETED TO READ AS FOLLOWS:

MIDDLE BUTTES PARTNERS, LTD. DBA: COCA MINES, INC.

IAME OF INSURED: COCA MINES, INC.

Effective date of this Endorsement: 07/30/87

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Policy other than as above stated.

in Witness Whereof, the GENERAL STAR INDEMNITY COMPANY has caused this indorsement to be issued, but the same shall not be binding upon the Company inless countersigned by an authorized representative of the Company.

countersigned at Stamford, Connecticut this 19 day of August, 1987

INDORSEMENT NUMBER 002

GENERAL STAR INDEMNITY COMPANY

02 (1/87) SURED

Authorized Signature

Hecla 104(e) 3117

COCA 000361 BUSINESS CONFIDENTIAL



# RETROACTIVE DATE, EXTENDED REPORTING PERIOD AND MAINTENANCE OF UNDERLYING INSURANCE (CONTINUED)

Failure of the Insured to comply with the foregoing shall not invalidate this policy, but in the event of such failure, the Company shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

In the event there is no recovery available to the Insured as a result of insolvency of the underlying insurer, or by reason of the Insured having breached the contract of Underlying Insurance, the coverage hereunder shall apply in excess of the applicable limits of liability specified in Item 2 of the Declarations.

The First Named Insured must report to the Company any material coverage changes or reductions in Limits in the Underlying Insurance policies, whithin thirty (30) days of such changes and reductions. "Reductions in limits" above shall mean limits reduced to less than 50% of the limits shown in the Declarations of this policy by virtue of actual paid losses under such Underlying Insurance policies.

NAME OF INSURED: COCA MINES, INC.

Effective date of this Endorsement: 07/30/87

Nothing herein contained shall vary, alter or extend any agreement, provision, peneral condition or declaration of the Policy other than as above stated.

In Witness Whereof, the GENERAL STAR INDEMNITY COMPANY has caused this Indorsement to be issued, but the same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

Countersigned at Stamford, Connecticut this 19 day of August, 1987

INDORSEMENT NUMBER 003

GENERAL STAR INDEMNITY COMPANY

8 (1/87) MSURED

uthorized Signature



### GENERAL CHANGE ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT ITEM #5, PREMIUM, IS COMPLETED TO READ AS FOLLOWS:

\$45,600 MINIMUM AND DEPOSIT ADJUSTABLE UPON EXPIRATION AT A RATE OF \$4.15 PER \$1,000 GROSS RECEIPTS BASED ON AN ESTIMATED \$11,000,000 GROSS ANNUAL RECEIPTS.

NAME OF INSURED: COCA MINES, INC.

Effective date of this Endorsement: 07/30/87

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Policy other than as above stated.

In Witness Whereof, the GENERAL STAR INDEMNITY COMPANY has caused this Indorsement to be issued, but the same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

lountersigned at Stamford, Connecticut this 19 day of August, 198

INDORSEMENT NUMBER 004

01 (1/87) NSURED GENERAL STAR INDEMNITY COMPANY

Authorized Signature

Hecla 104(e) 3119

COCA 000363
BUSINESS CONFIDENTIAL

HARTFORD, CONNECTICUT 06103

A Stock Company

(Hereinafter called the Company)

### COMMERCIAL GENERAL LIABILITY DECLARATIONS

Please Read Carefully  1. NAMED INSURED Coca Mines Inc. Etal Effective Date 7/30/87  IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY. WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.  2. LIMITS OF INSURANCE SENERAL AGREEATE LIMIT (Other Than Products — Completed Operations) \$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGREEATE LIMIT \$1,000,000 PROSONAL & ADVENTISING INJURY LIMIT \$1,000,000 PROSONAL & ADVENTISING INJURY LIMIT \$1,000,000 PROSONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENTISING INJURY LIMIT \$1,000,000 PRESONAL & ADVENCE PREMIUM PRESONAL & ADVENCE PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMI	Pol. #	<b>P</b> 094675	THIS !	S CLAIMS MA	DE COVERAG	E		•
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POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.  2. LIMITS OF INSURANCE  SENERAL AGREEATE LIMIT (Other Than Products — Completed Operations)  PRODUCTS-COMPLETED OPERATIONS AGREEATE LIMIT  PERSONAL & ADVERTISING INJURY LIMIT  FIRE DAMAGE LIMIT  3. 1,000,000  FIRE DAMAGE LIMIT  3. RETROACTIVE DATE  Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date shown below.  Retroactive Date:  Dity 30, 1986  4. Location of All Premises You Own, Rent or Occupy:  #1. On File With Company  2.  3.  4.  5. CLASSIFICATION CODE NO. PREMIUM BASIS PREM OPS. PROBJCO. PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROBJCO.  PREM OPS. PROB	1. NAMED	INSURED	oca Mines	Inc. Etal		Ef	fective Date _7/	30/87
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BUSINESS CONFIDENTIAL

### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

CG 03 00 11 85

### **DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEBULE

Coverage		Amou	int and Basis of	Deductible
Bodily Injury Liability		\$ \$		per claim per occurrence
Property Damage Liability		\$ \$		per claim per occurrence
Bodily Injury Liability and Property Damage Liability Combined	:-	\$ - \$	2,500.00	per claim

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):---The deductible amount enterd above shall also include "defense expense", and also all other loss adjustment expenses incurred in the investigation, settlement or defense of any claim.

- 1. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and the limits of insurance applicable to "each occurrence" for such coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverages shall not be reduced by the application of such deductible amount.
- The deductible amounts stated in the Schedule apply as follows:
  - PER CLAIM BASIS—if the deductible is on a "per claim" basis, the deductible amount applies:
    - 1. Under the Bodily Injury Liability or Property Damage Liability Coverage, respectively:
      - a. To all damages because of "bodily injury" sustained by one person, or
      - b. To all damages because of "property damage" sustained by one person or organization.

as the result of any one "occurrence".

Under Bodily Injury Liability and Property

Damage Liability Coverage combined to all damages because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence".

- B. PER OCCURRENCE BASIS—if the deductible is on: a "per occurrence" basis, the deductible amount applies:
  - Under the Bodily Injury Liability or Property Damage Liability Coverage, respectively:
    - a. To all damages because of "bodily injury" as the result of any one "occurrence", or
    - To all damages: because of "property damage" as the result of any one "occurrence".

regardless of the number of persons or organizations who sustain damages because of that "occurrence".

Under Bodily Injury Liability and Property Damage Liability Coverage combined to all damages because of "bodily injury" and "property damage" as the result of any one

COMPANY CONFIDENTIAL

(over)

- "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- 3. The terms of this insurance, including those with respect to:
  - (a) Our right and duty to defend any "suits" seeking those damages; and
  - (b) Your duties in the event of an "occurrence", claim, or suit

- apply irrespective of the application of the deductible amount.
- 4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

# PREMIUM BASIS DESIGNATION ENDORSEMENT COMMERCIAL GENERAL LIABILITY COVERAGE PART

	Policy Number	CP094675		
		orms a part of the policy as used by Constitution State In-	Effective Date	Effective hour is
ti		nd takes effect as of the effec- y unless another effective date	7/30/87	the same as stated in the Declarations of the policy.
as	follows:	own on the Declarations Page and		in parentneses applies
as (a)	follows:  AREA — □ per 1	00 square feet	are feet	
as (a) (b)	follows:  AREA —   per 1  REMUNERATION	00 square feet □ per 1000 square feet □ per 1000 square feet □ per \$100 remunera	are feet	
as (a)	follows:  AREA —   per 1  REMUNERATION  ADMISSIONS —	00 square feet □ per 1000 square PAYROLL — 塔 per \$100 remunera□ per 100 admissions □ per 1	are feet ation   per \$1	
as (a) (b) (c)	follows:  AREA —   per 1  REMUNERATION  ADMISSIONS —  RECEIPTS — per	90 square feet □ per 1000 square feet □ per 1000 square feet □ per \$100 remunera □ per 100 admissions □ per 100 \$100 receipts	are feet ation   per \$1	
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### When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- 2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;
- 3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named issured collects as a separate item and remits directly to a governmental division;
- 4. "remuneration/payroll" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- 5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declaration page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

AMC/jf

CSIC-460-0 3/86

8/4/87

Hecla 104(e) 3124

Countersigned by

Authorized Sgent COCA 000367

COCA 000367 BUSINESS CONFIDENTIAL

COMPANY CONFIDENTIAL

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This endorsement, effective			
orms a part of Policy No. C			
	by CONSTITUTION STATE I	NSURANCE COMPANY.	
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	Commercial General Lia	bility	
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This Endorsement Chang	es the Policy - Please Read	l it Carefully.	
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	NAMED INSURED		
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This endorsement modif	ies insurance provided under t	ne following:	
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COMPANY CONFIDENTIAL

COCA 000368
BUSINESS CONFIDENTIAL

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This endorsement mod	ifies insurance provided under the following:	
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This Endorsement Cha	nges the Policy - Please Read it Carefully.	
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	Commercial General Liability	
	by CONSTITUTION STATE INSURANCE COMPANY.	
orms a part of Policy No	Issued to	
	COONEST Com Minor Top Etal	
his endorsement, effective_	July 30, 1987	
his endorsement, effective _	July 30, 1987	

his endorsement, effective		July 30, 1	987	
forms a part of Policy No	CP094675	issued to	Coca Mines Inc. Etal	
<del>-</del>	by C	ONSTITUTIO	ON STATE INSURANCE COM	
		•	•	
	Commercial General Liability			

This Endorsement Changes the Policy - Please Read it Carefully.

EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" for claims for punitive or exemplary damages.

August 4, 1987

Issue Date

Ios Angeles, California
Agency At.

Authorized Signature

AMC/jf CM-OCC Hecla 104(e) 3127

RUSINESS CONFIDENTY

This endorsement, effective	July 30, ]	L987		
forms a part of Policy No. CP09467	issued to	Coca Mines	Inc.	Etal
	by CONSTITUTIO	ON STATE INS	URAN	ICE COMPANY.
	•			

Commercial General Liability

This Endorsement Changes the Policy - Please Read it Carefully.

CHANGES - SECTION 1 - COVERAGES - COVERAGE A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section 1. - Coverage A - Insuring Agreement - Sub A is amended as follows:

We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. The "bodily injury" or "property damage" must be caused by an occurrence provided such personal injury or property damage First Commences After the Retroactive Date shown in the Declarations, takes place in the coverage territory and is not covered under a policy incepting prior to the Retroactive Date of this policy.

August 4, 1987
Issue Date

Los Angeles, California
Agency At.

Authorized Sign

AMC/jf CM

த 5

This endorsement, effective	•	•			
forms a part of Policy No		issued to	Coca Mines	Inc. Etal	
		CONSTITUTIO	N STATE INSU	JRANCE CO	MPANÝ.

Commercial General Liability

This Endorsement Changes the Policy - Please Read it Carefully.

ADDITIONAL INSURED(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following are added as Additional Insureds as respects the operations of the Named Insured, except that liability resulting from the Additional Insured's sole negligence:

- /1) Plum Creek Timber Inc. and Burlington Northern Railroad 1st Interstate Center #2300 999 3rd Avenue Seattle, WA 98104
- /2) Burton Brothers Inc. c/o Mr Clifford G. Burton 9120 San Juan Place Ia Mesa, California 92041
- Mr Clifford G. Burton 9120 San Juan Place La Mesa, California 92041
- 4) Middle Butte Mine Inc 345 Creekside Drive Palo Alto, California 94306-4509

August 4, 1987
Issue Date

Agency At.

Authorized Signature

AMC/jf CM-OCC

<u>#</u> 6

This endorsement, effective_	Jì	ıly 30, 1987	1
forms a part of Policy No	CP094675	issued to	Coca Mines Inc. Etal
			n state insurance company.
	•	Commercial (	Seneral Liability

This Endorsement Changes the Policy - Please Read it Carefully.

INDEPENDENT CONTRACTORS AND SUB-CONTRACTORS WARRANTY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respects to operations performed on your behalf, this insurance shall not apply to "bodily injury" or "property damage" arising out of operations performed by independent contractors or sub-contractors unless such independent contractors or sub-contractors have in force at the time "bodily injury" or "property damage" insurance of the type described in the schedule below and the limits of liability for such insurance are equal to or greater than those shown in the schedule. It is further agreed that subject to the foregoing, such insurance as is provided by this policy shall be excess over such insurance as described in the schedule. The terms and conditions of the policy relating to "other insurance" are amended accordingly:

Coverage	Limits of Liability Bodily Injury Liability
Premises and Operations,	\$ * Each Occurrence
Products and Completed Operations, and Contractual Liability Insurance	\$ * Aggregate Completed Operations
	Property Damage Liability
	\$ * Each Occurrence
*\$500,000 Combined Single Limit	\$ * Aggregate Operations
	\$ - Aggregate Protective
	\$ * Aggregate Completed Operations
	\$ * Aggregate Contractual
* · · · · · · · · · · · · · · · · ·	cy At. Authorized Signature

AMC/jf

This endorsement, effective  July 30, 1987  Series a part of Policy No. CP094675 issued to Coca Mines Inc Etal  by CONSTITUTION STATE INSURANCE COMPANY.  Commercial General Liability  This Endorsement Changes the Policy - Please Read it Carefully.  BLASTING WARRANTY ENDORSEMENT  This endorsement modifies insurance provided under the following:  COMMERCIAL GENERAL LIABILITY COVERAGE PART  The Insured warrants and agrees that as a condition precedent to the company's liability, he will make and maintain an accurate log of each blasting job indicating:  1) The exact location of each "shot";  2) The exact time each "shot" was made;  3) The type and amount of each explosive charge used in each "shot";  4) The purpose of each "shot" and the type of ground structure present;  5) The name of the person (employee) supervising or setting the "shot".  August 4, 1987				_		•		
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COCA 000374 BUSINESS CONFIDENTIAL

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This endorsement, effective		July 30,	1987	
forms a part of Policy No	CP094675	issued to_	Coca Mines Inc Eta	J.
· · · · · · · · · · · · · · · · · · ·			on state insurance (	COMPANY.

### SERVICE OF SUIT

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practive of such Court.

It is further agreed that service of process in such suit may be made upon Constitution State Insurance Company, c/o C and F Surplus Insurance Brokers, Inc., 3345 Wilshire Boulevard, Suite 411, Ios Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above-named as the person whom the said officer is authorized to mail such process or a true copy thereof.

August 4, 1987 Issue Date Ios Angeles, California
Agency At.

Authorized Signature

8

AMC/jf

CM-OCC

### EXPORSEMENT

	ENDUKSI	chient.		•	
		. •	•	<b>*</b>	9
This endorsement, effective	July 30,	1987		•	
forms a part of Policy No. CP09	<b>7</b> - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		a Mines Inc	., Etal	
•	by CONS	TITUTION	STATE INSU	RANCE COM	PANY.
		•	•	.•	
· .	· :	Commerci	ial General	Liability	
This Endorsement Change	es the Policy	- Please P	'ead it Care	efully.	•
CHANCE	es - exclusion	is – pollui	rion .		
This endorsement modifi	ies insurance	provided v	inder the fo	ollowing:	
COMMERCIA	AL GENERAL LIA	BILITY CO	VERAGE PART		
Exclusions 2.F.(1)(e)	is added as fo	ollows:	•		
(e) or arising out	of the produc	ets, comple	eted operat:	ions hazard	• .
· •					
•					
		e.			•
				Heck	a 104(e) 31:
				1	7
August 12, 1987	Los Angele			les	·
Issue Date	Agency	y At.	Au	thortzed \$1	guature
A'C/m1h		•	A.	10 7 1.	
- · · · · · · · · · · · · · · · · · · ·	_				



# **GENERAL PURPOSE ENDORSEMENT** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

*Named Insured	COCA MINES, INC.	4.	Policy No.	505 021441 5
*Company	United States Fire Insurance	Company	Endorsement No.	7
*Producer	THE VAN GILDER INSURANCE COR	PORATION	Effective Date	1/3/88
*This information is co	mpleted only when this endorsement is issued su	bsequent to prep	paration of policy.	
POLICY CHANGES ARE	INDICATED BY A 図:	<del></del>		
☐ Premium or rates ☐ Premium Basis is ☐ Total Advance Pre ☐ Business Descriptic ☐ Location(s) shown ☑ Other as shown be ☐ Item(s) listed belo	nended to read as shown below. amended as shown below. amended to read as shown below. amium amended as shown below. an of insured is amended to read as shown below. a below added to policy. allow. added to schedule. acchedule increased by \$  To a total of \$	☐ Policy Peri☐ Limit(s) of☐ Policy cond☐ Description☐ Location(s☐ Forms and☐ Item(s) list	od amended to read as slinsurance is amended to ditions amended as show or location of property ame is shown below deleted from seed below deleted from so Total of schedule reduc	read as shown below. in below. inded to read as shown below om policy. low made part of this policy
Limits of Ins	urance on Form FM.300.0.449, A	ny Named L	ocation (Precious	s Metal)

Hecla 104(e) 3134

		7	Additional Premium	Return ··· Premium	
Premium Payable at En	forsement Effective Date	\$	962.	\$	
Premium Adjustment to	Payment Schedule :			•	
Dates Due	Previous Installment		Increase	Decrease	Revised Installment
	ş	8		\$	s
	\$	\$	- 1	·\$	8
Total Endorsement Pre	mium to Policy Expiration	s	962.	\$	

2/8/89sg/ey

COMPANY CONFIDENTIAL

Denver

X-7/89

All other terms and conditions remain unchanged.

FM 100.0.158 (4-87)

**Authorized Representative** 

COCA 000377 **BUSINESS CONFIDENTIAL** 

## ENDORSEMENT ENCLOSED

Ms. Marge Cross

CoCa Mines, Inc.

Denver, CO 80203

1776 Lincoln St. #910

11. 11

TO

2-11-88 Date:

The enclosed endorsement has been issued in accordance with your recent request.

It becomes part of the policy listed below. Endorsement adding the Additional Insureds as per the enclosed. Invoice #026132, additional premium due. Kind of Insurance: General Liability

Company & Policy No: Constitution State Ins. Co./ADCO

#CP 094675 Please read the endorsement to be sure it is correct and attach it to the above policy, which is in your possession.

Thank you,

Marlene Dietrich Account Assistant

VAN GILDER INSURANCE CORPORATION

**Brokers Since 1905** 

700 BROADWAY, SUITE 1035 DENVER, CO 80203 PHONE: (303) 837-8500

Hecla 104(e) 3135

5j0.-

**COMPANY CONFIDENTIAL** 

**BUSINESS CONFIDENTIAL** 

## **ENDORSEMENT**

January 14, 1988

10

forms a part of Policy No. CP094675	issued to Cocoa Mines, Inc.	
	by CONSTITUTION STATE INSURAN Additional Premium: \$1,500.00 2% State Tax (CO): \$30.00 .2% Stamping Fee (CO): 3.00	NCE COMPANY.
	COMMERCIAL GENERAL LIABILI	ry
This endorsement changes	the policy - Please Read It	Carefully
ADDITI	CONAL INSURED(S)	
This endorsement Modifies	s Insurance Provided Under t	he Following:
COMMERCIAL GEN	NERAL LIABILITY COVERAGE PAR	r
	s an Additional Insured as r Insured, except that liabili red's sole negligence.	
J. Stanley Allen, Jr. and buth Brooks Allen J.O. Box 807 La Quinta, CA 92253 Marino and Eva di Mattio	The Estate of Duncan Miller c/o Jared E. Shafer, Public Administrator	Stephen Lee Wright 507 Church Street Taft, CA 93268 Alan Stanley Wright 2920 East Avenue R-7 Palmdale, CA 93550
P.O. Box 20 Lancaster, CA 93534	7. Ethel Stiely Star Route 1, Box 100 12. Rosemond, CA 93560	Charlie Mac and Betty Lou Ledbetter
O.A. and Carol Heisler 23721 South Fellows Road Beavercreek, OR 97004	8. Richard & Dorothy L. Winn 26682 Lope de Vega	44850 17th St. West Lancaster, CA 93534 CompassMining Inc.
Robert E. and Maureen Iggulden	9. Oscar Dean Wright III	(VenturesTrident) 7596 West Jewell-200

Edmand Dwight Wrights, and

c/o Odetics Inc. 1515 South Manchester Ave.

Anaheim, CA 92802-2907

Deann Wright Meany

Los Angeles, California

Agency At.

Hecla 104(e) 3136

. AMC/mlh

**COMPANY CONFIDENTIAL** 

23615 Maple SpringsDr.

Diamond Bar, CA 91765

S. Arthur E. and Jean T. Masters

6100 Bel Aire Way
Bakersfield, CA 93309
January 15, 1988
Issue Date

2.

This endorsement, effective

**BUSINESS CONFIDENTIAL** 

Lakewood, CO 80226

14. Meridian Minerals Co

5613 DIC Parkway

Englewood, CO 80111

enca-non379=

#### **ENDORSEMENT #5**

This endorsement, effective 12:01

L2:01 A. N

7/30/88

forms a part of

policy No.

510-4641

issued to

COCA MINES, INC.

by LEXINGTON INSURANCE COMPANY

#### FOLIOW FORM EMPLOYERS LIABILITY

IT IS UNDERSTOOD AND AGREED THAT EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO THE INSURED IN THE UNDERLYING INSURANCE AS SET FORTH IN THE SCHEDULE OF UNDERLYING INSURANCES OF THIS POLICY TO THE FULL LIMITS OF SUCH UNDERLYING INSURANCE, SUCH LIMIT SHALL NOT BE LESS THAN \$100,000., THIS POLICY SHALL NOT APPLY TO LOSS ARISING OUT OF "BODILY INJURY", INCLUDING DEATH, BY ACCIDENT OR DISEASE OF ANY EMPLOYEE OF THE "INSURED" ARISING OUT OF ANY "OCCURRENCE" IN THE COURSE OF HIS EMPLOYMENT BY THE "INSURED".

Bichard Bualla

#### ENDORSEMENT

This endorsement, effective 12:01

7/30/88

forms a part of

policy No.

510-4641

issued to

COCA MINES, INC.

LEXINGTON INSURANCE COMPANY

IT IS UNDERSTOOD AND AGREED THAT THE SCHEDULE OF UNDERLYING INSURANCE IS AMENDED TO READ AS FOLLOWS:

CARRIER

TYPE OF COVERAGE

LIMIT OF LIABILITY

ROYAL INSURANCE CO. OF AMERICA POLICY #PSQ 004169

COMMERCIAL GENERAL

B.I. & P.D. COMBINED

7/30/88-7/30/89

LIABILITY '

\$2,000,000. GENERAL AGGREGATE \$2,000,000. PRODUCTS COMPLETED OPERATIONS AGGREGATE

\$1,000,000. EACH OCCURRENCE

ROYAL INSURANCE CO. OF AMERICA

COMMERCIAL AUTO LIABILITY

\$1,000,000. B.I. & P.D. COMBINED EACH OCCURRENCE

POLICY #PSQ 004169 7/30/88-7/30/89

STATE FUND PLAN-CA

EMPLOYERS LIABILITY

\$3,000,000. PER CLAIM

6573

1/1/88-89

STATE FUND PLAN-CO

070173-2 4/1/88-89 \$500,000.

STATE FUND PLAN-NV

106663-1 1/1/88-89 NO LIMIT APPLICABLE

STATE FUND PLAN-MT

3-094936-6 1/1/88-89

NO LIMIT APPLICABLE

# LEXINGTON INSURANCE COMPANY Wilmington, Delaware

(A Stock Insurance Company)
Administrative Offices 200 State Street, Boston, MA 02109

## COMMERCIAL UMBRELLA POLICY

			_	DECLARATIO	NS ·			
POLIC	Y NUI	MBER:	510-6702		RENEWAL OF:	510-4641		
PRODU		NAME AN	D ADDRESS	P. O. BO	) & LEFEVRE IX 40998 IX 77240			
THIS	IS A	CLAIMS	MADE POI	ICY. PLEA	SE READ THI	S POLICY C	AREFULLY.	,
ITEM	1.	NAMED ADDRES	Insured:		INC. ET AL N. SUITE 910 80203			
ITEM	2.	POLICY	PERIOD:	FROM 7 12:01 A.M THE NAMED	/30/89 . STANDARD INSURED SH	TO 7 TIME AT THE OWN ABOVE.	/30/90 E ADDRESS	AT OF
ITEM	3.	a) Pe b) Se c) Ag (i	Production Hazard  Nation  Hazard  Nation  (Excep	nce \$1 d Retention imits - Sep ts Hazard Combined ther Covera	5,000,000.  1_\$10,000.  parately as and Complet  55,000,000.  ges Combine  a Liability  ggregate li	d \$5,000,00 , which is	ons	
				re: 7,		· ·		<del></del>
ITEM	5.	EXTEND	DED REPORT	ring Period	: 125	f the tota	l annual	premiu
ITEM	6.	PREMIU ESTIMA EXPOSU	<del></del>	RATE	ADVANCE PREMIUM		PREMIUM	I AT
	\$	12,000,0	<del></del>	<del></del>	\$31,500.	\$31,500.	\$7875. Policy Fee	
ITEM	7.	SCHEDU	ILE OF UNI	DERLYING IN	SURANCE:		•	
TYPE INSUR		COF	IPANY RI	CLAIMS MAD ETROACTIVE		CY LIMITS	POLICY PERIOD	POLICY NUMBER
. •		•	SEE ATTAC	HED ENDT. #1	• • •		. •	·
ITEM	8.	ENDORS	SEMENTS A		EX-CME 034, 00 1, #2, #3, #4	58,078		
COUNT	'ERSI	GNED	8/9/89 DATE	вч	Richard AUTHORIZE	Builla D REPRESEN	TATIVE	·
LEX-C				:		Hecla 104	4(e) 3139	5

COMPANY CONFIDENTIAL |

COCA 0003B2 **BUSINESS CONFIDENTIAL** 

#### CLAIMS MADE COMMERCIAL UMBRELLA

This is a Claims Made Form. Read your policy CAREFULLY.

Certain provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and duties, and what is and is not covered.

The words "we", "us" and "our" refer to the Lexington Insurance Company. The word "insured" means any person or organization qualifying as such under the section entitled, "DEFINITIONS - PERSONS INSURED".

In consideration of the payment of the premium, and in reliance upon the statements in the Declarations made a part hereof and subject to the limits of liability, exclusions, conditions and other terms of this policy, we agree with the first Named Insured named in the Declarations as follows:

## INSURING AGREEMENTS

#### I. COVERAGE

- A. We will pay on behalf of the "insured" that portion of the "ultimate net loss" in excess of the Retained Limit as hereinafter defined, which the "insured" shall become legally obligated to pay as compensatory damages (excluding all fines, penalties, punitive or exemplary damages) because of "Personal Injury", "Property Damage" or "Advertising Injury", caused by an "occurrence" to which this insurance applies, due to:
  - 1. liability imposed upon the "insured" by law, or
  - liability of others assumed by the "insured" under written contract.
- B. This insurance applies to "Personal Injury", "Property Damage" or "Advertising Injury" only if a "claim" for such damages:
  - 1. is first made in writing against the "insured" during the policy period, and written notice of such "claim" is received by the "insured", the underlying insurer or us, whichever comes first; AND

LEX-CM-UMB-2 (Ed. 4/86)

- 1 -

- 2. the "Personal Injury", "Property Damage" or "Advertising Injury" occurs on or after the Retroactive Date shown in the Declarations and prior to the expiration date of the policy period.
- C. All "claims" for damages because of "Personal Injury" and "Advertising Injury" to the same person, including damages claimed by any person or organization for care, loss of consortium, loss of services or death resulting at any time, will be deemed to have been made at the time the first of those "claims" is made against the "insured".
- D. All "claims" for damages because of "Property Damage" causing loss to the same person or organization as a result of an "occurrence" will be deemed to have been made at the time the first of those "claims" is made against the "insured".
- E. Notice of "Occurrence", "Claim" or Suit:
  - Notice of "Occurrence" The first Named Insured shall immediately notify us in writing of any "occurrence" which may reasonably be expected to result in a "claim" against this policy. The first Named Insured will notify us on the assumption that an "insured" is liable and that an "insured" is liable for any amount claimed. Notice shall include:
    - a. how, when and where the "occurrence" took place; and
    - the names and addresses of any injured persons and any witnesses.

Notice of an "occurrence" is not a notice of "claim".

- 2. Notice of "Claim" or Suit
  - a. (1) It is a condition of this insurance that, in order for coverage to apply, the first Named Insured must give us immediate written notice of any "claim" or suit which is reasonably likely to involve this policy. In determining whether any such "claim" is likely to involve this policy, the first Named Insured shall assume that the "insured" is liable and is liable for the full amount claimed.

LEX-CM-UMB-2 (Ed. 4/86)

- (2) Further, it is also a condition of this policy that, in order for coverage to apply, the first Named Insured shall give immediate written notice to us of any "claim" or suit to which this policy applies, including any "claim" first made during the Extended Reporting Period, regardless of the amount thereof, which is still pending on the thirty-sixth month from the expiration date of this policy.
- b. The first Named Insured shall immediately notify us in writing of any "claim", alone or in combination with any other "claims", to which this policy applies which may exceed 25% of the applicable amount set forth in the Schedule of Underlying Insurance. The first Named Insured will notify us on the assumption that an "insured" is liable and that an "insured" is liable for any amount(s) claimed.
- c. As respects a. and b. above, the first Named Insured and any other involved "insured" must:
  - (1) Immediately send us copies of any demands, notices, summonses or other legal papers received in connection with the "claim" or suit;
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or suit; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury to which this insurance may also apply.
- d. No "insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent.
- 3. Notice of Potential "Claim" If we receive written notification from the "insured" during the policy period of an "occurrence" which is likely to involve this policy, and if that "occurrence" results in a "claim" that is reported to us within 36 months from the date we were notified of the "occurrence", then this policy will respond as if the "claim" had been made on the last day of the policy period.

LEX-CM-UMB-2 (Ed. 4/86) Notice of an "Occurrence" is not a notice of "claim".

The "occurrence" must occur after the Retroactive Date but before the expiration date of this policy.

Notice of a potential "claim" shall include:

- how, when and where the "occurrence" took place; and
- 2. the names and addresses of any injured persons and any witnesses.

#### II. DEFENSE

A. The provisions of this section apply to "claims" first made and covered under this policy but not covered by any underlying policies listed in the Schedule of Underlying Insurance or any other underlying insurance providing coverage to the "insured".

This section shall also apply to "claims" resulting from "occurrences" not covered by any underlying insurance due to exhaustion of any aggregate limits by reason of any losses paid thereunder.

- 1. We will defend any suit against the "insured" alleging liability insured under the provisions of this policy and seeking recovery for damages on account thereof, even if such suit is groundless, false or fraudulent, but we will have the right to make such investigation and negotiation and settlement of any "claim(s)" or suit(s as may be deemed expedient by us.
- 2. We will pay: (a) all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy; (b) all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds; (c) all costs taxed against the "insured" in any such suit; (d) all expenses incurred by us; and (e) all interest accruing after entry of judgment until we have paid, tendered or deposited in court that part of any judgment as does not exceed the limit of our liability thereon.
- 3. We will reimburse the "insured" for all reasonable expenses incurred at our request, (including actual

LEX-CM-UMB-2 (Ed. 4/86)

- A --

# **ENDORSEMENT ENCLOSED**

Ms. Marge Cross

Coca Mines, Inc.

1776 Lincoln #910 Denver, CO 80203

5-21-90 Date:

The enclosed endorsement has been issued in accordance with your recent request. Endorsements amending the underlying information as It becomes part of the policy listed below. shown on endorsement #1-amended 3-28-90, and adding Named Insured, Creede Resources, Inc. Kind of Insurance:

Umbrella

Company & Policy No:

Lexington/510-6702

Please read the endorsement to be sure it is correct and attach it to the above policy, which is in your possession. mailene Dietrick

Thank you,

Marlene Dietrich Account Representative

VAN GILDER INSURANCE CORPORATION

**Brokers Since 1905** 

700 BROADWAY, SUITE 1035 DENVER, CO 80203 PHONE: (303) 837-8500

This endorsement, effective 12:01 A. M.

7/30/89

forms a part of

policy No.

510-6702

issued to

COCA MINES, INC.

LEXINGTON INSURANCE COMPANY.

# SCHEDULE OF UNDERLYING INSURANCE

CARRIER/ POLICY NUMBER	TYPE OF COVERAGE	LIMITS OF LIABILITY
ROYAL INS. CO. EFF. 7/30/89-90 RETRO DATE 7/30/86 #PSQ 004169	COMPREHENSIVE GENERAL LIABILITY	\$1,000,000. EACH OCCURRENCE \$2,000,000. GENERAL AGGREGATE \$2,000,000. PRODUCTS AND COM- PLETED OPERATIONS AGGREGATE
ROYAL INS. CO. EFF. 7/30/89-90 #PSQ 004169	COMPREHENSIVE AUTOMOBILE LIABILITY	\$1,000,000. EACH CCCURRENCE BI & PD COMBINED.
STATE FUND #TBD	EMPLOYERS LIABILITY (COVERAGE B) STATE OF CA	\$3,000,000. 1 CLAIM
STATE FUND #TBD	EMPLOYERS LIABILITY (COVERAGE B) STATE OF CO	\$500,000. EACH ACCIDENT \$500,000. DISEASE EACH EMPLOYEE \$500,000. DISEASE POLICY LIMIT
ROYAL INS. CO. #PSQ004169 7/30/89-90	EMPLOYERS LIABILITY (COVERAGE B) STATE OF NV & MT STOP GAP COVERAGE	\$500,000. EACH ACCIDENT \$500,000. DISEASE EACH EMPLOYEE \$500,000. DISEASE POLICY LIMIT

3/28/90

#### **ENDORSEMENT #2**

This endorsement effective 12:01 A.M. 10/3/89 forms a part of policy No. 510-6702 issued to CoCa Mines, Inc. by LEXINGTON INSURANCE COMPANY.

In consideration of premiums charged, it is understood and agreed that the following entity is added as a named insured:

Creede Resources, Inc.

All other terms and conditions remain unchanged.

Muthorized Representative

Endt.#2

3/28/90

COMPANY COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFIDENTIAL  COMPANY CONFID	COIC COMMERCIA	AL POLICY	CHANGE	REQU	<b>EST</b> DATE 10-1	ggo	
COMPANY CONFIDENTIAL	AND AND ADDRESS OF A CENTY		A construction during any and	n kungtangan Apadén da	10-1	<u> </u>	
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# GENERAL LIABILITY-AU Audit Period: Annual unless otherwise stated. Logical Period: Annual unless otherwise stated. Logical Period: Annual unless otherwise stated. Beneral Liability-Au Bille Policy RENEWAL OF GLO17716. Term 1. Named Insured and Address (No., Street, Town or City, County, State and ZP Coc. Congdon and Carey 1776 Lincoln St., Suite 910 Denver, CO. 80203 Term 2. Policy Period: Tom 05-09-82 To 05-09-83

POLICY PROVISIONS - PART A

The Maryland

MARYLAND CASUALTY COMPANY AND ITS SUBSIDIANIES - BALTIMORE AN AMERICAN GENERAL COMPANY

"This policy is written on an estimated premium basis and is subject to audit. If it is letermined during the policy period that the estimated premium is inadequate, an endorsement for an additional premium will be saued."

éVan Gilder Agency (3

INSURORS

700 BROADWAY SUITE 1035 P.O. BOX 18-S DENVER, COLORADO 80218

# THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

(A stock insurance company, herein called the company)

Hecla 104(e) 3337

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

#### SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of
- liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for badily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment:

"boday injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structural property damage, means the collapse of or structural injury to any building or structural due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse bazard does not include property damage (1) arising out of operations performed for the named lusured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and properly damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or properly damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed.
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any detect of deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations trazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors; or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to Indemolity a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the vehicle integral part of or particular or repair equipments); contest thereby contest the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the prop mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1, of the declarations

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold:

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

#### "policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does

not occur in the course of travel or transportation to or from any other country. state

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes boddy injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the boddy injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others:

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

#### CONDITIONS

1. Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the mamed insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property

damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

- In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immedialely forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and risals and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident. the time of accident.
- 5. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

The state of the state of

Hecla 104(e) 3338

CANADOM PROPERTY.



TB The Declarations page and Coverage Part(s), will PROVISIONS - PART A," and endorsements, if any form a part thereof, completes the below mumbers	h "POUCY COMPREHENSIVE GENERAL , issued to DECLARATIONS  ISSUED BY THE COMPANY P	114317460	MENTS PAYABLE AS FI	DAY YR MO. DAY
COMPREHENSIVE GENERAL LIABILITY - POLICY.	BY X BESIG	ow. Cooe V		
// / / /	d: Annual unless otherwise stated.			
GLL 54333236 III Item 1. Named Insured and Address (No.,	NEW [X] RENEWAL OF GLO17			
. Congdon and Care		Za Codeji.		
. 1776 Lincoln St.			The Mai	ryland
. Denver, CO. 802	<b>303</b>		MARYLAND CASUA AND ITS SUBSIDIANE AN AMERICAN GENE	LTY COMPANY PAL COMPANY
Item 2. Policy Period:		X	MARYLAND CASUALTY C	Company
from 05-09-82 To 12:01 A.M., standard time at the address of	the named insured as stated berein.	H	MORTHERN INSURÂNCE ( New York, New York 10038 A Stock ASSURÂNCE COMPÂNY (	FAMERICA
AGENT: The Van Gilder	<del></del>		Mary York, New York, 19039 A Stack Cimed insured is	
12 00535708 BO CODE PRODUCER	Denver BRANCH OFFICE		DUAL SHIP CO	PORA- JOINT OTHER.
trem 3. The insurance afforded is only The limit of the Company's liability agai COVERAGE PARTS		ng Parts and Coverages stated herein, subject	therein as are indicated	
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CONTRACTUAL LIABILITY GL0404	CONTRACTUAL PROPERTY DAMAGE LIABILITY	\$ Incl	s Incl	s Incl
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COMPANY CONFIDENTIAL

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AUTHORIZED REFRESENTATIVE
COCA 000393

COCA 000393 **BUSINESS CONFIDENTIAL** 

# ROUND MOUNTAIN PROJECT, LTD.

# General Partners

Thomas E. Congdon William J. Carey

# Limited Partners

Thomas E. Congdon
William J. Carey
John S. Greenway
Estate of Leonard S. Mudge
Estate of Stephen H. Congdon
Daniel C. Searle
Mrs. Mary C. Van Evera

# CONGDON AND CAREY, LTD., NO. 3

# General Partners

Thomas E. Congdon William J. Carey

# Limited Partners

Thomas E. Congdon William J. Carey The Royal Gorge Company John S. Greenway Estate of Leonard S. Mudge Estate of Stephen H. Congdon Gilbert Kerlin Sarah Kerlin, Trustee: Joshua Gray Sarah Gray Peter N. Kerlin Abigail A. Kerlin JonathanKerlin Francis Goelet Philip Goelet Thomas Goelet Christopher Goelet Robert G. Goelet Richard E. Metz Daniel C. Searle Mrs. Mary C. Van Evera Ziffren & Ziffren John P. Harbin Lawrence S. Pollock, Jr.

Page 1

# CONGDON AND CAREY, LTD. 5

## General Partners

Thomas E. Congdon William J. Carey

# Limited Partners

Thomas E. Congdon William J. Carey George G. Anderman Nelson Bunker Hunt John D. Macomber Clint W. Murchison, III C.W. Murchison, III Trust B Burk C. Murchison. Burk Coleman Murchison, Trust B Coke Anne Murchison, Trust 1 Coke Anne Murchison, Trust 2 Coke Anne Murchison, Trust 3 Robert Frank Murchison, Trust A Robert Frank Murchison, Trust B John D. Murchison, Jr. John D. Murchison, Jr., Trust B Virginia Lucille Murchison, Trust 1 Virginia Lucille Murchison, Trust 2 Virginia Lucille Murchison, Trust 3 Mary Noel Murchison, Trust 1 Mary Noel Murchison, Trust 2 Mary Noel Murchison, Trust 3 Barbara Jeanne Murchison, Trust 1 Barbara Jeanne Murchison, Trust 2 Barbara Jeanne Murchison, Trust 3 Frank Newman Trust, Ficuciary Trust Company of New York, Frank Newman and Elizabet Ayer Newman, Trustees Helmerich & Payne, Inc. Daniel C. Searle Mrs. Mary C. Van Evera Janet W. Levy

# CONGDON AND CAREY URANIUM ASSOCIATES

# General Partners

Thomas E. Congdon William J. Carey

# Limited Partners

Thomas E. Congdon
William J. Carey
George G. Anderman
The Cahrter Corporation
Highland Resources, Inc.
Carl W. Knobloch, Jr. Trust,
Carl W. Knobloch, Jr. and
Emily C. Knobloch, Trustees
Florence L. Nimick
The Royal Gorge Company
Roger L. Strong
Robert G. Stone, Jr.

Attached to and Forming Part of Policy No:	Named Insured (Required only when this s	chedule is issued subsequent to prep	aration of the policy):	
GL54333236				

# COMPREHENSIVE GENERAL LIABILITY INSURANCE - SCHEDULE -

DESCRIPTION OF HAZARDS	7	CUID	CHEDULE -		LY IMURY	PROP	DAMAGE	ADVANCE	PREMIUM
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Partioccupled by named insured:			nt of named insure  Gen Cowner Less	eral r	ch premises: Tenant		TOTAL DVANCE REMIUMS	242	153

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:

It is hereby agreed that the following is added as additional insured as respects lease agreement for land in California:

CLIFFORD G. BURTON

9120 SAN JUAN PLACE LA MESA, CA. 92041

MIDDLE BUTTE MINE, INC.

345 CREEKSIDE DRIVE PALO ALTO, CA. 94306

MARINO DI MATTIO & EVA DI MATTIO

P.O. BOX 20 LANCASTER, CA. 93534

MR. & MRS. WERNER J. IGEL

P.O. BOX 236 SHINGLE SPRINGS, CA. 95682

End. #2

The information contained below is required only when this endorsement is issued subsequent to preparation of the policy.

						,- <u>`</u> -							
TRANS.	This e	mdorseme:	nt form:	s a part of		Issued to	•	•			And	d is effective on an	d after
	Polis	cy No.				·							
Term	Effect	ive Date	Expir	ration Date	Ço.	8,0.	Producer		Subject	to Audit		Stat. Plan	
								M-1	Q-2	S/A-3	A-4		Prem. Bearing Non-Prem. Bearing
Port.	Ratig	ŀ		State		Comm.	Branch Office	Agen				:	
<u> </u>							KII	ND OF E	BUSINE	SS	<b>'</b> .		Premiums
						i				LINE	CODE	ADDITIONA	L RETURN
							Bodily Injury					\$	\$
							Property Damage					\$	\$
-							Collision					\$	\$
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*		Coos	'. ]	Code		MING.	Miscellaneous					\$	\$
											Totals	\$	\$
							Net A	\ddition	al or R	etyrn Pre	mium	\$	\$

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

Authorized Representative.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement	effective
-------------	-----------

Policy No.

**Endorsement No.** 

Named Insured

Countersigned by	
	(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

#### BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

#### Schedule

Premium Basis:

1.5 % of the Total Comprehensive General Liability
Bodily Injury and Property Damage Premium as
Otherwise Determined.

Advance Premium

\$ 52 (Inc1)

\$15 BI MINIMUM PREMIUM \$ \$10 PD

## I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
  - (1) to bedily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
  - (2) if the insured is an architect, engineer or surveyor, to bedily injury or property damage arising out of the cendering of or the failure to render professional services by such insured, including
    - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
    - (b) supervisory, inspection or engineering services;
  - (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
    - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

- (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bedily injury or property damage;
- (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or properly damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project.
- (5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks; roadbeds; tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:

## Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

#### BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT—(Continued)

#### II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or traudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### (B) This insurance does not apply;

- (1) to liability assumed by the insured under any contract or agreement.
- (2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to personal injury or advertising Injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (4) to personal injury or advertising injury arising out of libel or slander or the publication of utterance of defamatory or disparaging material concerning any person or organization or goods, products on services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to advertising injury arising out of
  - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
  - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
  - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
  - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
  - (b) to any injury arising out of any act committed by the insured with actual malice.

#### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"Advertising injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the

- (2) wrongful entry or eviction or other invasion of t vate occupancy;
- (3) a publication or utterance
  - (a) of a libel or slander or other defamatory material, or
- (b) in violation of an individual's right of except publications or utterances in the course to advertising, broadcasting, publishing or teleties conducted by or on behalf of the named not be deemed personal injury.

#### III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustair caused by accident all reasonable medical expense incut year from the date of the accident on account of such provided such bodily injury arises out of (a) a condition premises, or (b) operations with respect to which the na afforded coverage for bodily injury liability under the pol. This insurance does not apply:

#### (A) to bodily injury

- (1) arising out of the ownership, maintenance, opera ing or unloading of
  - (a) any automobile or aircraft owned or operate or loaned to any insured, or
  - (b) any other automobile or aircraft operated by the course of his employment by any insured;

but this exclusion does not apply to the parking of on the insured premises, if such automobile is no rented or loaned to any insured;

#### (2) arising out of

- (a) the ownership, maintenance, operation, use, loading of any mobile equipment while being use ranged or organized racing, speed or demolition any stunting activity or in practice or preparatic contest or activity, or
- (b) the operation or use of any snowmobile or I for use therewith;
  - (i) owned or operated by or rented or loa sured, or
  - (ii) operated by any person in the course ment by any insured;
- (3) arising out of the ownership, maintenance; opera ing or unloading of
  - (a) any watercraft owned or operated by or rent any insured, or
  - (b) any other watercraft operated by any perso of his employment by any insured;

but this exclusion does not apply to watercraft we the insured premises;

(4) arising out of and in the course of the transport equipment by an automobile owned or operated t loaned to the named insured;

#### (B) to bedily injury

- (1) included within the completed operations hazz ucls hazzard:
- (2) arising out of operations performed for the na independent contractors other than
  - (a) maintenance and repair of the insured premi-
  - (b) structural alterations at such premises which changing the size of or moving buildings or of
- (3) resulting from the selling, serving or giving o beverage
  - (a) in violation of any statute, ordinance or re

(d) which causes or contributes to the intoxication of any person.

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor:

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

#### (C) to bodily injury

- (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing instructing or participating in any physical training sport, athletic activity or contest whether on a formal or informal basis;
- (6) if the named insured is a club, to any member of the named insured:
- if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expanse for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

#### When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

#### Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured

person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.
- (C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

# VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
  - (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping:
  - (2) except with respect to liability under a written sidetrack agreement or the use of elevators
    - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
    - (b) to toots or equipment while being used by the insured in performing his operations,
    - (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
    - (d) to that particular part of any property, not on premises owned by or rented to the insured,
      - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
      - (ii) out of which any property damage arises, or
      - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
  - (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (8) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including

any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Majoractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

# VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

#### IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, properly damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original sult for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to bedily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

#### X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee —Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
  - (1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment:
  - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
  - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

#### XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

# XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property dainage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

# SUPPLEMENTAL EMPLOYERS' LIABILITY INSURANCE ENDORSEMENT

#### ADDITIONAL DECLARATIONS

COVERAGES	LIMIT	LIMITS	OF LIABILITY
		<b>\$</b> 100,000	each employee
BODILY INJURY BY ACCIDENT		\$ 100,000	each accident
BODILY INJURY BY DISEASE		\$ 100,000	each employee
BOOLY MOONT BY DISCAGE		\$ 100,000	aggregate disease (per state)

#### SCHEDULE

STATES	SUBLINE 314	CLASS CODE 11111	ADVANCE PREMIUM
Nevada			13
Code 63998	Te	r <b>r:</b> 999	
	TOTAL ADV	ANCE PREMIUM 22-	\$ 13

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

#### I. EMPLOYERS' LIABILITY COVERAGE

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or bodily injury by disease, including death at any time resulting therefrom,

- (a) sustained in the United States of America, its territories or possessions, or Canada by any employee of the insured arising out of and in the course of his employment by the insured either in operations in a state designated in the Schedule or in operations necessary or incidental thereto, or
- (b) sustained while temporarily outside the United States of America, its territories or possessions, or Canada by any employee of the insured who is a citizen or resident of the United States of America or Canada arising out of end in

the course of his employment by the insured in connection with operations in a state designated in the Schedule; but this insurance does not apply to any suitbrought in or any judgment rendered by any courtoutside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought;

and the company shall have the right and duty to defend any suit against the insured seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(OVER)

The information contained below is required only when this endorsement is issued subsequent to preparation of the policy.

TRANS.	This endo Policy No	rseinent farm	s a part of		Issued to						And is effective on and after				
Term					Company	B,O.	Producer	Subject to A			A-4	Stat. Plan			
Part.	Rat'g.	Merit	State	Comm.	Brane	ch Office	Agent	<u> </u>	L	,	<b>L</b>				

Nothing herein contained shall be held to vary, after, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

	02	MARYLAND	CASUALTY	COMPANY			
.0	07	NORTHERN	INSURANCE	COMPAN	r OF	NEW	YORK
	08	ASSURANCE	COMPANY	OF AMER	ICA		

Authorized Representative.

#### **EXCLUSIONS**

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law:
- (c) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;
- (d) to bodily Injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;
- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under the workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law or under any similar law;
- (f) to the insured's operations in any State named in this endorsement or any operations necessary or incidental thereto during any period in which the insured is subject to the workmen's compensation or occupational disease law of any such State and is neither a legally qualified self-insurer nor a member or subscriber in good standing in the State Fund in any such State.
- (g) to any claim with respect to which the insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment or any other failure to comply with the provisions of the workmen's compensation laws of the states indicated above.
- (h) to bodily injury by accident or disease including death resulting therefrom, sustained by a master or member of the crew of any vessel or by any employee of the insured in the course of an employment subject to the United States Longshoremen's and Harbor Workers' Compensation Act, U.S. Code (1946) Title 33, Sections 901-49, or the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, or Part C of Title IV of the Federal Coal Mine Health & Safety Act of 1969, 30 U.S.C. Section 931-936, or sustained by any member of the flying crew of any aircraft.

#### II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such:
- (c) if the named insured is designated in the declarations as other than an individual partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such:

This insurance does not apply to bodily injury by accident or disease arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named insured.

#### III. LIMITS OF LIABILITY.

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom include damages for care and loss of services and damages for which the

insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment.

#### **Bodily Injury by Accident**

The limit of liability stated in the schedule as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by accident, including death resulting therefrom, sustained by one employee in any one accident; and, subject to the foregoing provision respecting "each employee", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury, including death resulting therefrom, sustained by two or more employees in any one accident.

#### **Bodity Injury by Disease**

The limit of liability stated in the schedule as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by one employee; and, subject to the foregoing provision respecting "each employee" the limit of liability stated in the schedule as applicable to "aggregate disease" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by employees in operations in a state designated in the schedule or in operations necessary or incidental thereto.

The limits of liability stated herein are in fleu of and shall not be cumulative with any limit of liability stated elsewhere in the policy. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

#### IV.ADDITIONAL DEFINITIONS

When used in reference to this insurance:

- (a) Workmen's Compensation Law. The unqualified term "workmen's compensation law" means the workmen's compensation law and any occupational disease law of a state designated above, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) State. The word "state" means any State or Territory of the United States of America and the District of Columbia.
- (c) Bodily Injury by Accident; Bodily Injury by Disease. The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included with the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".
- (d) Asseult and Battery, Under this Coverage, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

#### V. ADDITIONAL CONDITIONS

Application: This coverage applies only to injury (1) be accident occurring during the policy period, or (2) by diseas caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to condition causing the disease occurs during the policy period.

All other Conditions of the policy apply to the insurance afforde by this endorsement except Conditions 3. Financial Responsibility Laws.

# COMPREHENS F GENERAL LIABILITY INSURANCE OVERAGE PART

COVERAGE A-BOOLLY MINITY LIABILITY COVERAGE B-PROPERTY BAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A. bodily injury or Coverage B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property domoge, even if any of the allegations of the suit are groundless, talse or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's hability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

(a) to hability assumed by the intured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any automobile or ancralt owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his

employment by any insured; but this exclusion does not apply to the parking of an automobile on premises

owned by, rented to or controlled by the named insured or the ways immediately adjoining if such extemplife is not owned by or rented or loaned to any insured;

(c) to boddy injury or property demage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mabile equipment white being used in any prearranged or organized facing, speed or demolition confest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith:

(d) to bodily injury or property damage arising out of and in the course of the transporta-tion of mobile equipment by an automobile owned or operated by or rented or loaned to any insured:

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by rented to or controlled by the named insured:

(1) to bodily injury or property damage arrsing out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic-chemicals, figures or gases waste materials or other irritants, contaminants or pollutants into or upon land the atmosphere or any water course or body of water but this exclusion does not apply

if such discharge, dispersal, release or escape is sudden and accidental (g) to bodily injury or property damage due to war, whether or not declared civil war, insurrection, repellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(2) expenses for first aid under the Supplementary Payments provision
(b) to boddy injury or property damage for which the insured or his indemniteemay be held hable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or

(2) If not so engaged, as an owner or lessor of premises used for such purposes, such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the

sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a
person under the influence of alcohol or which causes or contributes to the influence of of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above

to any obligation for which the insured or any carrier as his insurer may be held hable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law:

to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnity another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property demage to

(1) property owned or occupied by or rented to the insured,

(2) property used by the insured, or

(3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a

written sidetrack agreement and part (3) of this exclusion does not apply with respect to properly demage (other than to elevators) arising out of the use of an elevator

at premises owned by, rented to or controlled by the nomed insured;
(1) to property damage to premises alienated by the named insured arising out of such premises or any part thereof:

(m) to loss of use of tangible property which has not been physically injured or destroyed

resulting from

(1) a delay in or tack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf

of the named insured to meet the level of performance, quality, fitness durability warranted or represented by the named insured:

but this exclusion does not apply to loss of use of other tangible property results from the sudden and accidental physical injury to or destruction of the named insured products or work performed by or on behalf of the named insured after such produc or work have been put to use by any person or organization other than an inspred: (n) to property damage to the named insured's products arising out of such produc

or any part of such products:

(a) to properly damage to work performed by or an behalf of the named insured arisis out of the work or any portion thereof, or out of materials, parts or equipment furnishe in connection therewith:

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of us of the named insured's products or work completed by or for the named insured in of any property of which such products or work form a part, if such products, work i properly are withdrawn from the market or from use because of any known or suspecte defect or deliciency therein

to property domage included within:

- (1) the explosion hazard in connection with operations identified in this policy by classification code number which includes the symbol "a"
- (2) the collapse hazard in connection with operations identified in this policy by classification code number which includes the symbol "c"
- (3) the underground property durings hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u"

#### II. PERSONS INSITERD

Each of the following is an insured under this insurance to the extent set forth below if the named insured is designated in the declarations as an individual, the person so designate but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the declarations as a partnership or joint venturi the partnership or joint venture so designated and any partner or member theres

but only with respect to his liability as such:

(c) if the named insured is designated in the declarations as other than an individua partnership or joint venture, the organization so designated and any executive officer director or slockholder thereof while acting within the scope of his duties as such; (d) any person (other than an employee of the named insured) or organization while actin

as real estate manager for the named insured; and

with respect to the operation, for the purpose of locomotion upon a public highway, o mobile equipment registered under any motor vehicle registration law.

(1) an employee of the named insured while operating any such equipment in th

course of his employment, and

(ii) any other person while operating with the permission of the named insured an such equipment registered in the name of the named insured and any person o organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization

provided that no person or organization shall be an insured under this paragraph (e

with respect to (1) boddy injury to any fellow employee of such person injured in the course of hi emolorment or

(2) property damage to property owned by, rented to, in charge of or occupied by the

named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy. (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows

Coverage A -- The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazerd and (2) all bodily injury included within the products hazerd shall not exceed the limit of bodily injury hability stated in the declarations as "aggregate" Coverage 8—The total hability of the company for all damages because of all property

damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage fiability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below:

(2) all properly damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural



**G610** (f.d. 7-66)

This endorsement forms a part of the policy to which affached, effective on the inception date of the pile of the pile of the pile of the pile. (The following information is required only when this endorsement is issued subsequent to preparation of policy.) Palicy No Fadurement No Endorsement effective Named Insured

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

#### PRODUCTS HAZARD EXCEPTIONS

It is agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endursement, existed by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on hehalf of the named insured.

Description of Premises and Operations:

G610 (Ed. 7-66)

Hecla 104(e) 3353

**COCA 000406** BUSINESS CONFIDENTIAL.



GL 21 04 (Ed. 07 66)

	-	nception date of the policy unless otherwise stated herein.  Usement is issued subsequent to preparation of policy.)
Endorsement effective	Policy No.	Endorsement No.
Named Insured		
		Countersigned by(Authorized Representative)
	,	

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

#### **EXCLUSION**

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

Hecla 104(e) 3354



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GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of policy.) Policy No.

**Endorsement Effective** 

Endorsement No.

Named Insured

Countersigned by	
	(Authorizad Baseseantatius)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## **GENERAL LIABILITY INSURANCE**

**SMP LIABILITY INSURANCE** 

**BUSINESSOWNERS POLICY** 

#### AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

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Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to indgment or written agreement shall thereaster be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the issured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be tiable for a greater proportion of such loss than would be payable if each insurer contributes greater proportion of social assessment wanted to personal reach insurer continuous an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid; and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- Contribution by Limits: If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 7. Subrogation in the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

- 8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duty authorized representative of the company.
- 9. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative. sentative.
- 10. Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
- 11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than len days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancella-tion is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this in-

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and its Secretary and countersigned on the declarations page by a duty authorized representative of the company."

MARYLAND CASUALTY COMPANY

NORTHERN INSURANCE COMPANY OF NEW YORK

Hecla 104(e) 3356

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM) GL 21 19 (This modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE)

The policy does not apply;

poncy does not apply.

Under any Liability Coverage, to bodily injury or property damage.

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance. Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury. resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

Under any Liability Coverage, to bottly injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, malerials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property therest.

II. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;
"nuclear material" means source material, special nuclear material or byproduct

"source meterial", "special nuclear material", and "bypredect material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "speet fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"write" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of urankum or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any suctear facility included under the first two paragraphs of the definition of nuclear facility.

"nuclear facility" means 🗽

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing speut fuel; or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium. 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"inclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a collect mass property damage." Includes all forms of radioactive some supporting the property damage."

OMPANY CONFIDENTIAL

#### STATE ENDORSEMENTS

DELAWARE ENDORSEMENT GL 21 20 (Modifies provisions of Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Comprehensive Personal Insurance; Storeteeper's Insurance; Contractual Liability Insurance; Premises Medical Payments Insurance; Farmer's Medical Payments Insurance; Farmer's Medical Payments Insurance; Farmer's Medical Payments Insurance); It is agreed that the Insurance does not apply to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle owned or operated by or rented or loaned to any insured which is subject to registration under the Delaware motor vehicle registration law.

KARSAS AND OKLAHOMA ENDORSEMENT GL. 01 09 (Modifies the provisions of the policy relating to Medical Payments Insurance): It is agreed that the Subrogation Condition does not apply to any Medical Payments Insurance provided by the policy.

MASSACHUSETTS ENDORSEMENT, 61. 01. 00 (Modifies Action Against Company Condition and is applicable to all liability coverage afforded by the policy): It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Rule 14 of the Massachusetts Rules of Civil Procedure, 365 Massachusetts 760 (1974).

MASSACRUSETTS COMPULSORY LIABILITY SECURITY ACT ENDORSEMENT GL 01 14 (Modifies all general liability insurance afforded by the policy): It is agreed that the following additional provisions apply to bodily injury and property damage arising out of the ownership, maintenance, use, loading or unloading of any mobile equipment with respect to which insurance is required of the named insured under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- 1. Except to the extent provided in paragraph 2, below, the insurance afforded by this policy does not apply either on a primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named insured.
- 2. If the only liability insurance applicable with respect to such budily injury under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to budily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomotion.

MICHICAN ENDORSEMENT GL 02 04 (Modifies Cancellation Condition and is applicable to all general liability insurance afforded by the policy): It is agreed that with respect to the "Cancellation" provisions of the policy:

- 1. The words "at the address shown in this policy", appearing in the first paragraph of the "Cancellation" Condition, are amended to read "at his address last known to the company or its authorized agent."
- 2. The provisions (if forming a part of the policy) of the endorsement entitled "Amendment of Termination Provisions (Michigan)" apply as stated therein.
- 3. The provisions, if any, forming a part of the policy which (by endorsement or otherwise) amend the "Cancellation" provisions of the policy other than as stated or designated in this endorsement are deleted.

MICHIGAN ENBORSEMENT FC 01 01 (Modifies provisions of Farmer's Comprehensive Personal Insurance and Farm Employees' Liability and Farm Employees' Medical Payments Insurance and Farm Employees' Liability and Farm Employees' Medical Payments Insurance). It is agreed that the exclusion under the Liability Coverage relating to bodily injury to any farm employee or insured farm employee "if benefits such benefits are limited to those medical and payments required to be provided by the insured under any workmen's compensation or occupational disease law" does not apply if such benefits are limited to those medical and lengths required to be provided for certain agricultural employees under Part I, Section 2a(1)(e) of the Michigan Workmen's Compensation Act, but such benefits shall not be recoverable under the policy.

NEW HAMPSHIRE AND WISCONSIN ENDORSEMENT FL 01 03 (Modifies provisions of Comprehensive Personal Insurance and Farmer's Comprehensive Personal Insurance): it is agreed that subdivision (2) of the exclusion relating to watercraft under the Personal Liability and Personal Medical Payments Coverage is deleted.

NEW HAMPSHIRE AND VERMONT EMDORSEMENT GL 01 15 (Modifies provisions of Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners' and Contractors' Protective Liability Insurance; Owners' and Tenants' Liability Insurance; Premises Medical Payments Insurance; and Storekeeper's Insurance). It is agreed that the exclusion relating to the operation or use of any snowmobile or trailer designed for use therewith applies only if the bodily Injury or property damage occurs away from premises owned by, rented to or controlled by the named insured.

NEW HAMPSHIRE ENDORSEMENT FL 01 02 (Medities provisions of Comprehensive Personal Insurance and Farmer's Comprehensive Personal Insurance): It is agreed that under Coverage L — Personal Liability and Coverage M — Personal Medical Payments, this policy covers motorized maintenance equipment pertaining to the service of the premises, if not subject to motor vehicle registration, which is designed for use principally off public roads. This coverage applies while the equipment is being used on or away from the premises.

NEW YORK ENDORSEMENT GI. 21 26 (Modifies provisions of Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance and Owners', Landlords' and Tenants' Liability Insurance). It is agreed that the insurance does not apply to bodily injury to any volunteer fireman while engaged in any duty or activity described in subdivision 1 of Section 5 of the New York Volunteer Firemen's Benefit Law.

NEW YORK ENDORSEMENT GL 61 23 (Modifies provisions of Manufacturers' and Contractors' Liability Insurance which does not include coverage for independent contractor operations). It is agreed that exclusion (q) does not apply to bodily injury and property damage arising out of operations of firemen of the fire department or fire company of any municipality, fire fighting district or incorporated fire company performed for the named insured in response to a call for assistance by the named insured, and general supervision of such operations by the named insured.

SOUTH CAROLINA ENDORSEMENT CG 01 52 (Modifies previsions of Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Completed Operations and Products Liability Insurance; Completed Operations and Products Liability Insurance; Completed Operations and Garage Insurance); It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

TEXAS ENDORSEMENT 61. 01 03 (Modifies Insured's Duties in the Event of Occurrence; Claim or Suit Condition): As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.



# AMENDMENT ENDORSEMENT FC / SYERAL LIABILITY POLICIES

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* Applies only to Completed Operations - Products COMPANY CONFIDENTIAL 3507 Ed. 7-79 Printed in U.S.A.

**BUSINESS CONFIDENTIAL** 

It is agreed that the names of the Limited Partners is amended as per the attached list.

The information contained below is required only when this endorsement is issued subsequent to preparation of the policy.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

AH; 1g 7-15-82 Endt. #4

Authorized Benezicatethia

## EONGDON AND CAREY, LTD. 5

## General Partners

Thomas E. Congdon William J. Carey

### Limited Partners

Thomas E. Congdon
William J. Carey
George C. Anderman
Nelson Bunker Hunt
John D. Macomber
Clint W. Murchison III

Burk C. Murchison Burk Coleman Murchison, Trust B

Coke Anne Saunders

Coke Anne Murchison, Trust 2 Coke Anne Murchison, Trust 3

Robert Frank Murchison, Trust A Robert Frank Murchison, Trust B

John D. Murchison, Jr., Trust B

Virginia Lucille Murchison Virginia Lucille Murchison, Trust 2 Virginia Lucille Murchison, Trust 3

Mary Noel Lamont

Mary Noel Murchison, Trust 2 Mary Noel Murchison, Trust 3

Barbara Jeanne Murchison, Trust 1 Barbara Jeanne Murchison, Trust 2 Barbara Jeanne Murchison, Trust 3

Frank Newman Trust, Fiduciary Trust Company of New York, Frank Newman and Elizabeth Ayer Newman, Trustees

Helmerich & Payne, Inc. Daniel C. Searle Mrs. Mary C. Van Evera Janet W. Levy

## GENERAL LIABILITY A MOBILE POLICY 1771658 Audit Period: Anausi untess atherwise stated. NEW RT RENEWAL OF GL.114721 Item I. Named Insured and Address (No., Street, Town or City, County, State and ZIP Co

- Congdon and Carey
- 1776 Lincoln St., Suite 910
- Denver, CO 80203

Item 2. Policy Period:

POLICY PROVISIONS - PART A

# The Maryland

AND ITS SUBSIDIANIES - BALTIMONE AN AMERICAN GENERAL COMPANY

& Van (Zilder Mency (B

INSURORS

700 BROADWAY **SUITE 1035** (303) 837-8500 DENVER, COLORADO 80203

## THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

(A stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

### SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of
- liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

### DEFINITIONS

Page 1

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include bile equipment:

"boddy injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underprinting, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect of deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising

- (a) operations in connection with the transportation of property, unless the bedity injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in afteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property and having a commandment height or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a rail-road, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement:

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

Attached to and Forming Part of Policy No:	Nan	e les	<b>J</b> eur	red (	(Required only	y when this	schedule is issued s	ne	nt to preparation o	if the policy):
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GL01771658

# COMPREHENSIVE GENERAL LIABILITY INSURANCE - SCHEDULE -

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The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

**Endorsement effective** 

Policy No.

GL01771658

Endorsement No.

Named Insured

Countersigned by (Authorized Representative).

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

### _____

## BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT. Schedule

Limit of Liability—Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein:

see Payments Coverage: \$1,000 each person unless otherwise indicated herein:

Limit of Liability—Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein:

Premium Basis

15
% of the Total Comprehensive General Liability
Bodily Injury and Property Damage Premium as.
Otherwise Determined.

Advance Premium

. . . . .

: 7

; 54(Incl)

MINIMUM PREMIUM \$ 15 BI

### L CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incldental contract is extended to include any contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
  - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
  - (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
    - (a) the preparation or approval of maps, drawings; opinions, reports, surveys, change orders, designs or specifications, and
    - (b) supervisory, inspection or engineering services;
  - (3) If the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
    - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

- (b) the giving of or the failure to give directions or instructions by the indemnited, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (4) to any obligation for which the insured may be held tiable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (5) to bodily injury or property damage arising out of operations, within 50 feet of any railroad property, affecting any railroad bridge or treatle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2); (d) and (e).
- (D) The following additional condition applies:

### Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

### II. PERSONAL INJURY AND ADVERTISING INJURY CIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### (B) This insurance does not apply:

- (1) to flability assumed by the insured under any contract or agreement;
- (2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

### (6) to advertising injury arising out of

- (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
- (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
- (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

### (7) with respect to advertising injury

- (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
- (b) to any injury arising out of any act committed by the insured with actual malice.

### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

### (D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

(1) false arrest, detention, imprisonment, or malicious prosecution;

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- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
  - (a) of a libel or slander or other defamatory or disparaging material or
  - (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

### III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

### (A) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;  $\frac{1}{2} \int d^2x \, d^2x \, d^2x = \frac{1}{2} \int d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \, d^2x \,$ 

### (2) arising out of

- (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- (b) the operation or use of any snowmobile or trailer designed for use therewith;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any watercraft owned or operated by or rented or loaned to any insured. or
  - (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured:

### (B) to bodily injury

- (1) included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than
  - (a) maintenance and repair of the insured premises, or
  - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage
  - (a) in violation of any statute, ordinance or regulation.
  - ... (b) to a minor,

- (c) to a person under the influence of alcohol, or
- (d) which causes or contributes to the intoxication of any per-
- if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving al-

Page 2 of 4

coholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor.

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing:

### (C) to bodily injury

- (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant:
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such hodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) if the named insured is a club, to any member of the named insured;
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

### LIMITS OF LIABILITY

The limit of tiability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of tiability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

### **ADDITIONAL DEFINITIONS**

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bedliy injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

### **ADDITIONAL CONDITION**

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder of the company

### IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the lasured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

### V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.
- (C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

## VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
  - (1) to properly owned or occupied by at rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;
  - (2) except with respect to liability under a written sidetrack agreement or the use of elevators
    - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
    - (b) to tools or equipment while being used by the insured in performing his operations.
    - (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
    - (d) to that particular part of any property, not on premises owned by or rented to the insured,
      - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
      - (ii) out of which any property damage arises, or
      - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
  - (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (8) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible partion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

### VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
  - (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the Insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit". Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

## VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

### IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

### X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee—Any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
  - (1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment.
  - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing:
  - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

### XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily lajury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

## XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over-which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bedity injury, properly damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

## **AMENDED**

It is hereby agreed that Endorsement #1, listing the names of additional insured's is added to the policy as per the attached list on Pages 1, 2 and 3.

Endt. #1

TRANS.				is a part of 177165	8	issued to	ngdon and (	'a re	ur		A		ective on and 06-05-			
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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

LAG: gb 7/7

Hecla 104(e) 3320

42025 Ed. 7-72 Rev. 12-79

## ROUND MOUNTAIN PROJECT, LTD.

## General Partners

Thomas E. Congdon William J. Carey

## Limited Partners

Thomas E. Congdon William J. Carey John S. Greenway Estate of Leonard S. Mudge Estate of Stephen H. Congdon Daniel C. Searle Mrs. Mary C. Van Evera

## CONGDON AND CAREY, LTD. NO. 3

## General Partners

Thomas E. Congdon William J. Carey

## Limited Partners

Thomas E. Congdon William J. Carey The Royal Gorge Company John S. Greenway Estate of Leonard S. Mudge Estate of Stephen H. Congdon Gilbert Kerlin Sarah Kerlin, Trustee: Joshua Gray Sarah Gray Peter N. Kerlin Abigail A. Kerlin Jonathan Kerlin

Francis Goelet Philip Goelet Thomas Goelet Christopher Goelet Robert G. Goelet Richard E. Metz Daniel C. Searle Mrs. Mary C. Van Evera Ziffren & Ziffren John P. Harbin Lawrence S. Pollock, Jr.

Hecla 104(e) 3321

COCA 000421

BUSINESS CONFIDENTIAL

## CONGDON AND CAREY, LTD. 5

## General Partners

Thomas E. Congdon William J. Carey

## Limited Partners

Thomas E. Congdon William J. Carey George G. Anderman Nelson Bunker Hunt John D. Macomber Clint W. Murchison, III C.W. Murchison, III Trust B Burk C. Murchison Burk Coleman Murchison, Trust B Coke Anne Murchison, Trust 1 Coke Anne Murchison, Trust 2 Coke Anne Murchison, Trust 3 Robert Frank Murchison, Trust A Robert Frank Murchison, Trust B John D. Murchison, Jr. John D. Murchison, Jr., Trust B Virginia Lucille Murchison, Trust 1 Virginia Lucille Murchison, Trust 2 Virginia Lucille Murchison, Trust 3 Mary Noel Murchison, Trust 1 Mary Noel Murchison, Trust 2 Mary Noel Murchison, Trust 3 Barbara Jeanne Murchison, Trust 1 Barbara Jeanne Murchison, Trust 2 Barbara Jeanne Murchison, Trust 3 Frank Newman Trust, Fiduciary Trust Company of New York, Frank Newman and Elizabet Ayer Newman, Trustees Helmerich & Payne, Inc. Daniel C. Searle Mrs. Mary C. Van Evera Janet W. Levy

## CONGDON AND CAREY URANIUM ASSOCIATES

## General Partners

Thomas E. Congdon William J. Carey

## Limited Partners

Thomas E. Congdon
William J. Carey
George G. Anderman
The Charter Corporation
Highland Resources, Inc.
Carl W. Knobloch, Jr. Trust,
Carl W. Knobloch, Jr. and
Emily C. Knobloch, Trustees
Florence L. Nimick
The Royal Gorge Company
Roger L. Strong
Robert G. Stone, Jr.

#### ENDUKSEMENT

It is hereby agreed that the following is added as additional insured as respects lease agreement for land in California:

Clifford G. Burton

9120 San Juan Place LaMesa, Ca 92041

Middle Butte Mine, Inc.

345 Creekside Drive Palo Alto, Ca 94306

W. Stanley Allen Jr. & Ruth Brooks Allen

P.O. Box 807 La Quinta, Ca 92253

Marino di Mattio & Eva di Mattio P.O. Box 20 Lancaster, Ca 93534

Endt. #2

The information contained below is required only when this endorsement is issued subsequent to preparation of the policy.

TRANS.	1			771658	}_	issued to		•			And	d is effective on an	d after
Term	Effective			ation Date	Co.	B.O.	Producer	M-1	Subject Q-2		A-4	Stat. Plan	Prem. Bearing Non-Prem. Bearing
Part.	Rat'g.			State	•	Comm.	Branch Office	Agent					-
	• • • • • • • • • • • • • • • • • • • •						KIN	ID OF E	USINE	SS			PREMIUMS
	_			-						LINE	CODE	ADDITIONA	L RETURN
							Bodily Injury					\$	\$
							Property Damage	_				\$	\$
-							Collision				1	\$	\$
		State		C/R		fire	A. P. D.					\$	s
•		Code	` [	Code	Di	istrict	Miscellaneous				1	3	\$
•			-1				·				Totals	\$	\$
-							Net A	ddition	al or Re	eturn Pren	nium	\$	\$

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

Authorized Representative

It is hereby agreed that Page 2 under Endorsement #1, naming the Additional Insured Congdon and Carey, Ltd., No. 4 is deleted from the policy.

The information contained below is required only when this endorsement is issued subsequent to preparation of the policy.

TRANS.	This end	larsemer	it form	is a part of		Issued to	•				And	is effective on and af	ler .
	Policy	No.GL	-01	77165	8	Co	nødon and (	are	v			06-04-	0.1
Term	Effective	Date	Ехрі	ration Date	Co.	B.O.	Producer		Subject	to Audit		Stat. Plan	Prem. Bearing
12	5-9	<b>2</b> 1	5-	9-82	02	12	00535708	M-1	Q-2	S/A-3	A-4	į į	Non-Prem. Bearing
Part.	Rat'g.	Ĭ		State		omm.	Branch Office	Agen	<del>)</del>	<del></del>		•	
		1		05					v	an G	ilder	Agency Co	
							KIN	D OF	BUSINE			T-0	MIUMS
										FINE	CODE	ADDITIONAL	RETURN
				-		- 1	Bodily Injury					\$	\$
							<b>Property Damage</b>				,	\$	\$
-	•						Collision					.\$	\$
		State		C/R		ire	A. P. D.					\$	\$
		Code	'	Code	Di	strict	Miscellaneous			•		\$	\$
. *											Totals	\$	\$
:		05	· 1				Net A	ddition	al or Re	eturn Pro	emium	s NIL	\$ NIL

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

LAG: gb 7/7

End. #4

Authorized Representative.

It is hereby agreed that Endorsemeth #2 is amended to delete W. Stanley Allen, Jr. and Ruth Brooks Allen, as additional insured and to add the following as additional insured:

MR. AND MRS. WERNER J. IGEL P.O. BOX 236 SHINGLE SPRINGS, CALIFORNIA 95682

The information contained below is required only when this endorsement is issued subsequent to preparation of the policy.

TRANS.	This o	endarseme cy No.	nt form	<b>7771</b> 6	58	issued to	Congdon an	d Ca	rey	•		And is e	06-05	ofter 81	
Term	Effect	live Date	Ехр	iration Date	Co.	B.O.	Producer		Subject	to Audit			Stat. Plan	П.	
12	5-9	-81	5	-9-82	02	12	00535708	M-1	Q-2	S/A-3	A-4 4			13	rem. Bearing on-Prem. Bearing
Part.	Rote		*****	State		Comm.	Branch Office	Agent		•				<del></del>	<del></del>
		ŀ		05			Denver	1	Va	n Gi	ldeı	Age	ency Co	<b>5</b> .	•
	<del></del>				<b>4</b>		KIN	ID OF				7		REMIU	MS
			•			[				LINE	CC	DE	ADDITIONAL		RETURN
							Bodily Injury				$\neg$	\$		\$	
							<b>Property Damage</b>			<del></del>	一 :	5		5	
							Collision		. 1			S		s	
		State		C/R		Fire	A. P. D.				_	\$	:	S	
		Code	•	Code	D	strict	Miscellaneous					\$		\$	
	05									Tota	ıls S		\$		
	05						Net Additional or Return Premium			S	NIL	- 1	NIL		

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

LAG: gb 7/7 End. #5

Authorized Representative.



GL 21 04 (Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of policy.)

**Endorsement effective** 

Policy No.

Endorsement No.

Named Insured

Countersigned by (Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## COMPREHENSIVE GENERAL LIABILITY INSURANCE

## **EXCLUSION**

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

GL 21 04 07 66



**G610** (Ed. 7-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by (Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

### PRODUCTS HAZARD EXCEPTIONS

It is agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.

Description of Premises and Operations:

GG10 (Ed. 7-66)

GG10 (Ed. 7-66)

GG10 (Ed. 7-66)

GG10 (Ed. 7-66)

## COMPREHENSIVÉ GENERAL LIABILITY INSURANCE CÓVERAGE PART

COVERAGE A-BODILY INJURY LIABILITY COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A. bodily injury or Coverage B. property demage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily logury or property demoge, even if any of the allegations of the suit are groundless. Talse or fraudulent, and may make such investigation and settlement of any grounders: race of reaconems, and may make such investigation and settlement of and claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner:

(b) to bodily injury or groperty damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any outomobile or aircraft awned or operated by or rented or loaned to any

insured, or (2) any other eutomobile or aircraft operated by any person in the course of his

employment by any insured;

employment by any insures; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining if such automobile is not owned by or rented or loaned to any insured; to bedily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation

or use of any snowmobile or trailer designed for use therewith: (d) to bodily injury or property demoge arising out of and in the course of the transporta-tion of mobile equipment by an outomobile owned or operated by or rented or loaned

to any insured;

(e) to badily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any insured, or

(2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by.

ented to or controlled by the named insered;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental:

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

- (1) fiability assumed by the insured under an incidental contract, or
  (2) expenses for first ski under the Supplementary Rayments provision:
  (h) to badily injury or property damage for which the insured or his indemnitee may be held fiable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the

by a because it the vision or use of any alcoholic beverage, or by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his

indemnitee as an owner or lessor described in (2) above;

to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law:

to bodily lajury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property domage to

(1) property owned or occupied by or rented to the insured,

property used by the insured, or

property in the care; custody or control of the insured or as to which the insured

(3) property in the care, custody or control or the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to but parts (2) and (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
 (i) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
 (ii) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf

of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the nomed insured's products or work performed by or on behalf of the nemed insured after such products or work have been put to use by any person or organization other than an insured; to property demage to the nomed insured's products arising out of such products

or any part of such products:

to property damage to work performed by or on behalf of the named insured arising aut of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein:

to property damage included within:
(1) the explosion hazord in connection with operations identified in this policy by a classification code number which includes the symbol "x

the collapse hazard in connection with operations identified in this policy by a

classification code number which includes the symbol "c".

(3) the underground property damage bazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

### PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below: if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

if the named insured is designated in the declarations as a partnership or joint venture. the partnership or joint venture so designated and any partner or member thereof

but only with respect to his liability as such:

if the named insured is designated in the declarations as other than an individual. partnership or joint venture, the organization so designated and any executive officer.

director or stockholder thereof while acting within the scope of his duties as such; any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

(i) an employee of the named insured while operating any such equipment in the

course of his employment, and (ii) any other person white operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to

such person or organization: provided that no person or organization shall be an insured under this paragraph (e) with respect to:

(1) badily injury to any fellow employee of such person injured in the course of his employment, ar

(2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to hadily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insered.

### III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bedily injury included within the completed operations hezerd and (2) all bedily injury included within the products hezerd shall not exceed the limit of bedily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property

damage sustained by one or more persons or organizations as the result of any one ecourrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all demages because of all preperty demage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property demage included in sub-

paragraph (2) below:

(2) all property demage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to judgment or writer agreement shall thereaster be entired to recover under this point, to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision:

- Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid. (a)
- Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible in surance against such loss.
- Subrogation in the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else increassary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

- 8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.
- 9. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative; as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representation.
- 10. Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
- 11. Cancellation This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this in-

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and its Secretary and countersigned on the declarations page by a duly authorized representative of the company.

MARYLAND CASUALTY COMPANY

NORTHERN INSURANCE COMPANY OF NEW YORK

Hecla 104(e) 3330

Transition (Arron NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM) GL: 21:19.

(This modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE)

The policy does not apply:

Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of flability; or

- resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would, be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America; or any agency thereof, with any person or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to hodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of muclear material, it

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or onbehalf of, an insured or (b) has been discharged or dispersed there(rom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

- II. As used in this exclusion: ...
  - "fazzardeus properties" include radioactive, toxic or explosive properties;
    "nuclear material" means source material; special nuclear material or byproduct
  - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "speak fuel" means any fuel element or tuel component; solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
  - "waste"! means any waste material (a) containing by product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nectear facility included under the first two paragraphs of the definition of success facility.

'auclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or phinonium; (2) processing or utilizing spent fuel; or (3) handling. processing or packaging waste.
- (c) any equipment or device used for the processing, tabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or urankum 233 or any combination thereof, or more than 250 grams of urankum 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"function reactor" means any apparatus designed or used to sustain nuclear fisation is a self-supporting chain reaction or to contain a COMMANDEGOS Sectionable materials "property damage" includes all forms of radioactious steels sing of property damage."



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

**Endorsement Effective** 

Policy No.

idorsement Na.

Named Insured

Countersigned by ______(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

**BUSINESSOWNERS POLICY** 

### AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

Hecla 104(e) 3331

GL 00 19 07 78

COMPANY CONFIDENTIAL

COCA 000431
BUSINESS CONFIDENTIAL

### STATE ENDORSEMENTS

BELAWARE ENDORSEMENT GL 21 20 (Modifies provisions of Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Uability Insurance; Comprehensive Personal Insurance; Storekeeper's Insurance; Contractual Liability Insurance; Promises Medical Payments Insurance; Farmer's Medical Payments Insurance; Farmer's Medical Payments Insurance; Farmer's Liability and Farm Employees' Medical Payments Insurance); It is agreed that the insurance does not apply to bodily Injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle owned or operated by or rented or loaned to any insured which is subject to registration under the Delaware motor vehicle registration law.

KARSAS AND OIL AHOHA ENDORSEMENT GE 01 09 (Modifies the provisions of the policy relating to Medical Payments Insurance): It is agreed that the Subrogation Condition does not apply to any Medical Payments Insurance provided by the policy.

MASSACHUSETTS ENDORSEMENT, GL 01 80 (Modifies Action Against Company Condition and is applicable to all liability coverage afforded by the policy): It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Rule 14 of the Massachusetts Rules of Civil Procedure, 365 Massachusetts 760 (1974).

MASSACHUSETTS COMPULSORY LIABILITY SECURITY ACT ENDORSEMENT GL 01 14 (Modifies all general liability lusurance afforded by the policy): It is agreed that the following additional provisions apply to bodily injury and property damage arising out of the ownership, maintenance, use, toading or unloading of any mobile equipment with respect to which insurance is required of the named insured under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- 1. Except to the extent provided in paragraph 2, below, the insurance afforded by this policy does not apply either on a primary or excess basis to badily injury or property damage with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named insured.
- 2. If the only liability insurance applicable with respect to such **hodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **hodily injury** arising out of the operation or use of the **mabile equipment** other than solely for the purposes of transportation or locomotion.

MICHIGAN ENDORSEMENT GL 62 04 (Modifies Cancellation Condition and is applicable to all general liability insurance afforded by the policy): It is agreed that with respect to the "Cancellation" provisions of the policy:

- 1. The words "at the address shown in this policy", appearing in the first paragraph of the "Cancellation" Condition, are amended to read "at his address last known to the company or its authorized agent."
- 2. The provisions (if forming a part of the policy) of the endorsement entitled "Amendment of Termination Provisions (Michigan)" apply as stated therein.
- The provisions, if any, forming a part of the policy which (by endorsement or otherwise) amend the "Cancellation" provisions of the policy other than as stated or designated in this endorsement are deleted.

MICHIGAN ENDORSEMENT FC 01 01 (Modifies provisions of Farmer's Comprehensive Personal Insurance and Farm Employees' Medical Payments Insurance); it is agreed that the exclusion under the Liability Coverage relating to hodily injury to any farm employee or insured farm employee "if benefits for such hodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law" does not apply if such benefits are limited to those medical and hospital benefits required to be provided for certain agricultural employees under Part 1, Section 2a(1)(e) of the Michigan Workmen's Compensation Act, but such benefits shall not be recoverable under the policy.

NEW HAMPSHIRE AND WISCORSIN ENDORSEMENT FL. 01 03 (Modifies provisions of Comprehensive Personal Insurance and Farmer's Comprehensive Personal Insurance): It is agreed that subdivision (2) of the exclusion relating to watercraft under the Personal Liability and Personal Medical Payments Coverage is deleted.

NEW HAMPSHIRE AND VERMONT ENDORSEMENT GL 01 15 (Modifies provisions of Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', and Contractors' Protective Liability Insurance; Owners', Landfords' and Tenants' Liability Insurance; Protective Liability Insurance; Owners', Landfords' and Tenants' Liability Insurance; Protective Liability Insurance; Owners', Landfords' and Tenants' Liability Insurance; Protective Liability Insurance; and Storekeeper's Insurance; It is agreed that the exclusion relating to the operation or use of any snowmobile or trailer designed for use therewith applies only if the bodily Injury or property damage occurs away from premises owned by, rented to or controlled by the named insured.

NEW HAMPSHIRE ENDORSEMENT FL. 01 02 (Modifies provisions of Comprehensive Personal Insurance and Farmer's Comprehensive Personal Insurance); It is agreed that under Coverage L.—Personal Liability and Coverage M.—Personal Medical Payments, this policy covers motorized maintenance equipment pertaining to the service of the premises, if not subject to motor vehicle negistration, which is designed for use principally off public roads. This coverage applies while the equipment is being used on or away from the premises.

NEW YORK ENDORSEMENT GI. 21 26 (Modifies provisions of Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance and Owners', Landlords' and Tenants' Liability Insurance); It is agreed that the insurance does not apply to budily injury to any volunteer fireman while engaged in any duty or activity described in subdivision 1 of Section 5 of the New York Volunteer Firemen's Benefit Law.

NEW YORK ENDORSEMENT GI, 01 23 (Medities provisions of Manufacturers' and Contractors' Liability Insurance which does not include coverage for independent contractor operations): It is agreed that exclusion (q) does not apply to bodily injury and property damage arising out of operations of firemen of the fire department or fire company of any municipality, fire lighting district or incorporated fire company performed for the named insured in response to a call for assistance by the named insured, and general supervision of such operations by the named lasured.

SOUTH CARDLINA ENDORSEMENT CG 01 52 (Modifies provisions of Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Completed Operations and Products Liability Insurance; Completed Operations and Products Liability Insurance; Completed Operations and Products Liability Insurance; Completed Operations and Products Liability Insurance; Completed Operations and Products Liability Insurance; Completed Operations and Products Liability Insurance; Completed Operations and Products Liability Insurance; Completed Operations and Products Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Completed Operations and Products Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Completed Operations and Products Liability Insurance; Completed Operations and Products Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Completed Operations and Products Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Completed Operations and Products Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' And Contractors' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' Liability Insurance; Manufacturers' Liability Insurance

TEMAS ENDORSEMENT GL 01 03 (Medifies Insured's Outles in the Event of Occurrence; Claim or Suit Condition): As respects bodily injury liability coverage and property damage liability coverage, unless the company is projudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the lasured to give notice of action, occurrence or loss, or requiring the lasured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.





) file: Wildle Butte mine Inc.

P 1130

It is hereby agreed and understood that the fillowing certificate holder is named as an additional insured, as their interests may appear:

Middle Butte Mine, Inc. 345 Creekside Dr. Pale Alto, CA 94306

The information contained below is required only when this endorsement is issued subsequent to preparation of the policy.

TRANS.	This end	orsemen	t form	is a part of		Issued to						And i	s effective on and o	ifter
	Policy	No. GI	. <del>-0</del>	177165	8	Conc	rdon and Ca	rev					2-22-82	
Term	Effective	Date	Ехрі	iration Dote	Co.	B.O.	Producer		Subject	to Audit			Stat. Plan	Prem. Searing
12	5-9-	01	_	-9-82		12	00535708	M-1	Q-2	5/A-3	A-4			Non-Prem. Bearing
Part.	Rat'g.			State		Comm.	Branch Office	Agent		<del>1</del>	<b>-4</b>	LU	<u> </u>	
	<u></u>			05	L		Denver			lder				
							KIN	D OF 8	USINE	SS			PR	EMIUMS
										LINE	Ç	3OC	ADDITIONAL	RETURN
							Bodily Injury						\$	\$
							<b>Property Damage</b>						\$	\$
							Collision						\$	\$ .
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The state of		Code	- 1	Code	. 0	strict	Miscellaneous						\$	\$
	- I				<del></del>						Tota	als	\$	S
		05	- 1		:		Net A	ddition	al or Re	eturn Pre	mium		\$ NIL	\$ NIL

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

BLB:1g 3-19-82 Endt. #7

Med m. Steel

Hecla 104(e) 3333

COCA 000433 BUSINESS CONFIDENTIAL In consideration of an additional premium of \$10., it is hereby agreed that the supplemental Employers' Liability Insurance Endorsement # 3028 is added to the policy.

The information contained helow is required only when this endorsement is issued subsequent to preparation of the policy

TRANS.	This e	ndorseme	nt forn	ns a part of		ksued to					An	d is effe	ctive on and	after	
	Polis	y No. G	LO1	771658	3	Con	odon & Care	V				3-11	-81		
Term		ive Date		iration Date	Co.	8.O.	Producer	M-1	Subject Q-2	S/A-3	A-4		Stat. Plan	[설 P	rem. Bearing Ion-Prem. Bearing
12	5-9	-81	5-	-9-82	02	12	00535708		<u> </u>		4	0	9		on treat occurring
Part.	Ratio			State	(	Comm.	Branch Office	Agent	•						
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							KIN	D OF E	BUSIN	ESS			P	REMIU	MS :
							<del> </del>			LINE	COD	E /	ADDITIONAL		RETURN
					-		Bodily Injury			22	01	\$	10	S	
							Property Damage				1	\$		5	
						-	Collision					\$		\$	
		State		C/R		Fire	A. P. D.	<del></del>			1	\$		S	
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•											Totals	S	10	S	
		27	7		•		. Net A	ddition	al de	ecoxoxPrer	nium	5	10	S	••

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

End #6 LAG/1m9-22-81

42025 Ed. 7-72 Rev. 12-79

sed m steel

## SUPPLEMEN EMPLOYERS' LIABILITY INSURANCE EN ORSEMENT

### ADDITIONAL DECLARATIONS

COVERAGES	LIMIT CODE	Limits	OF LIABILITY
;		\$ 100,000	each employee
BODILY INJURY BY ACCIDENT		\$ 100,000	each accident
BODILY INJURY BY DISEASE		\$ 100,000	each employee
DODIE 1 INJUNT BY DISEASE		\$ 100,000	aggregate disease (per state)

### SCHEDULE

STATES	SUBLINE 314	CLASS CODE	ADVANCE PREMIUM
Nevada			13
Code 63998		Terr 999	
	TOTAL	ADVANCE PREMIUM 22-	\$ 13

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

### I. EMPLOYERS' LIABILITY COVERAGE

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or bodily injury by disease, including death at any time resulting therefrom,

- (a) sustained in the United States of America, its territories or possessions, or Canada by any employee of the insured arising out of and in the course of his employment by the insured either in operations in a state designated in the Schedule or in operations necessary or incidental thereto, or
- (b) sustained while temporarily outside the United States of America, its territories or possessions, or Canada by any employee of the insured who is a citizen or resident of the United States of America or Canada arising out of and in

the course of his employment by the insured in connection with operations in a state designated in the Schedule; but this insurance does not apply to any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought;

and the company shall have the right and duty to defend any suit against the insured seeking such damages, even if any of the allegations of the suit are groundless, felse or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(OVER)

The information contained below is required only when this endorsement is issued subsequent to preparation of the policy.

TRANS.	This endorsement form	ns a past of	Issued to	)	· · · · · · · · · · · · · · · · · · ·		•	A	nd is eff	fective on and aft	ef
31	Policy No.										
Term	Effective date	Expiration date	Сопралу	B,O,	Producer		Subject	to Audit		}	Stat. Plan
						M-1	Q-2	S/A 3	A-4		9
Part.	Ratig. Merit	State Comms.	Brone	h Office	Agent						
· L											

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

		•		•		
Ō	97		INSURANCE	COMPANY COMPANY OF AMERIC	NEW	YORK

Authorized Representative.

#### **EXCLUSIONS**

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law;
- (c) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;
- (d) to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;
- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under the workmen's compensation or occupational disease. law, any unemployment compensation or disability benefits law or under any similar law;
- (f) to the insured's operations in any State named in this endorsement or any operations necessary or incidental thereto during any period in which the insured is subject to the workmen's compensation or occupational disease law of any such State and is neither a legally qualified self-insurer nor a member or subscriber in good standing in the State Fund in any such State.
- (g) to any claim with respect to which the insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment or any other failure to comply with the provisions of the workmen's compensation laws of the states indicated above.
- (h) to bodily injury by accident or disease including death resulting therefrom, sustained by a master or member of the crew of any vessel or by any employee of the insured in the course of an employment subject to the United States Longshoremen's and Harbor Workers' Compensation Act, U.S. Code (1946) Title 33, Sections 901-49, or the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, or Part C of Title IV of the Federal Coal Mine Health & Safety Act of 1969, 30 U.S.C. Section 931-936, or sustained by any member of the flying crew of any aircraft.

### II. PERSONS INSURED

Each of the following is an insured under this insurence to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such:
- (c) if the named insured is designated in the declarations as other than an individual partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his during as such.

This insurance does not apply to bodily injury by accident or disease erising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named insured.

### III. LIMITS OF LIABILITY.

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom include damages for care and loss of services end damages for which the

insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment.

#### **Bodily Injury by Accident**

The limit of liability stated in the schedule as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by accident, including death resulting therefrom, sustained by one employee in any one accident; and, subject to the foregoing provision respecting "each employee", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury, including death resulting therefrom, sustained by two or more employees in any one accident.

### **Bodily Injury by Disease**

The limit of liability stated in the schedule as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by one employee; and, subject to the foregoing provision respecting "each employee" the limit of liability stated in the schedule as applicable to "aggregate disease" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by employees in operations in a state designated in the schedule or in operations necessary or incidental thereto.

The limits of liability stated herein are in lieu of and shall not be cumulative with any limit of liability stated elsewhere in the policy. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

### IV. ADDITIONAL DEFINITIONS

When used in reference to this insurance:

- (a) Workmen's Compensation Lew. The unquelified term "workmen's compensation law" means the workmen's compensation law and any occupational disease law of a state designated above, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) State. The word "state" means any State or Territory of the United States of America and the District of Columbia.
- (c) Bodity injury by Accident; Bodity Injury by Disease. The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodity injury by accident" and only such disease as results directly from a bodity injury by accident is included with the term "bodity injury by accident". The term "bodity injury by disease" includes only such disease as is not included within the term "bodity injury by accident".
- (d) Assault and Battery. Under this Coverage, assault and battery shall be deamed an accident unless committed by or at the direction of the insured.

### V. ADDITIONAL CONDITIONS

Application: This coverage applies only to injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

All other Conditions of the policy apply to the insurance afforded by this endorsement except Conditions 3. Financial Responsibility

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FOI	DR WHICH A SPECIFIC LIMIT OF LIABILITY IS SHOWN, SURJECT TO	ALL OF THE TERMS OF THE	POLICY INCLUDING FORMS	AND ENDORSEM	ENTS MADE A PART HEREOF.					
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i	SM 31501167					iner	Maryland			
item 1	Mamed Insured and Mailing Address (No.	., Street; Town, County, Sta	e, Zip Na.)			VA VARICY VARIATION O VARIATION O	CASUALTY COMPANY PRIDITE * BALTIMORE IN GENERAL COMPANY			
	• COCA MINES, INC.									
	• 1776 LINCOLN ST.	•								
	• DENVER, CO.	AZETIAN AE AFFIEN	80203	AGEN	IT = 11					
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•	Multiple buildings or premises as design	ADDRESS	al Declarations attack	red.	nceti	re				
5	OF THE TERMS OF THIS POLICY INCLUDING FORMS AND ENDO	TED PREMISES AND WITH DRSEMENTS MADE A PARY N	RESPECT TO THOSE COVER.	AGES AND KINDS	of professy fox which	A SPECIFIC LIMIT OF LIABILITY	IS SHOWN, SUBJECT TO ALL			
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-	Personal Property of Others			No.						
	Addl. (ov. (Specify)  SECTION II LIABILITY COVERAGE  LIMIT OF LIABILITY									
	Bodily Injury and Property Damage S	1 000	000 Each Occurrence	<u> </u>	· · · · · · · · · · · · · · · · · · ·	İs	.000 Each Occurrence			
	Liability Combined Single Limit. S	1,000	000 Aggregate	Bodily to	lary Liability	Š	,000 Aggregate			
	Premises Medical Payments \$		Each Person ,000 Each Accident		Damage Liability	S S	,000 Each Occurrence ,000 Aggregate			
			SEE COVERAGE PART FOR COVERAGES, LIMITS AS LISTED ABOVE APPLY UNLESS OTHERWISE INDICATED ON COVERAGE PART.							
	Audit Period:				thly Quarterly Semi-Annual Annual					
	SECTION III -	=	COVERAGE .	As stat	As stated in the endorsement, made part of this Policy, if indicated by					
-	SECTION IV - BOILE Forms and Endorsements mode part of this po	R AND MACHINERY								
6	a. General Conditions, Form MP	(Ed.		forms and e	ndorsements which app	ly to both Section I and	Section II including the			
	General Conditions:	SEE OPEN	FORM ENDO	RSEMEN	Τ Δ					
	b. Section I—List only those forms and a	endorsements applyi	ng to Section 1:		•					
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'	TO ADJUSTMENT ON THE BASIS OF THE RATES I		MHIVERSARY DATE.							
<u></u>	[A RUI	APPLICABLE								
Cou	ountersignature Date 01/08/81 K	(LM Agency at	Denver	· Ca	47.1	m st	20 /			

## **GENERAL SCHEDULE-SECTION II** SMP LIABILITY INSURANCE

Form MP-9991

SMP 31501167

	ations herein, except as spe-				ates	Advance Premiums		
itically provided elses he provisions of the n	cally provided elsewhere, do not modify any of provisions of the policy.		t	*B.I.	P.D.	*B.f.	P.D.	
a) Premises—Operation			(a) Area (Sq. Ft.) (f) Frontage (p) Remuneration	(a) Per 100 Sq (f) Per Linear (p) Per \$100 o	. Ft. of Area Foot f Remuneration	*For SMP Lia. Ins. Form Single Limit, Use B.I.		
b) Escalators			(t) Number Insured	(t) Per Landin	g	Column.	:	
	actors—Let or Sublet Work	<b></b>	(a) (b) (c) Cost	(a) (b) (c) Per (		Include Premiur		
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Describe premium basis, if other than stated.

Form MP-9991

47430 Ed. 8-80 Printed in U.S.A COMPANY CONFIDENTIAL

MINIMUM PREMIUM

COCA 000438 BUSINESS CONFIDENTIAL



## GENERAL SCHEDULE-SECTION II SMP LIABILITY INSURANCE

## "REVISED"

Description of Hazards and Locations		·				
The rating classifications herein, except as spe- ifically provided elsewhere, do not modify any of	Code	Premium Bases	R	ates	Advance	Premiums
recally provided elsewhere; do not modify any of	No.	†	*8.1.	P.D.	*B.1.	P.D.
a) Premises—Operations		(f) Frontage		(a) Per 100 Sq. Ft. of Area (f) Per Linear Foot (p) Per \$100 of Remuneration		Ins. Form Use B.I.
(b) Escalators		(t) Number Insured	(t) Per Landing		Calumn.	
(c) Independent Contractors—Let or Sublet Work		(a) (b) (c) Cost	(a) (b) (c) Per \$	100 of Cost	Include Premi	
(d) Completed Operations		(r) Receipts	(r) Per \$1,000		Premises Medi	
(e) Products		(s) Sales	(s) Per \$1,000	of Sales	Insurance in B	.i. Column.
a) Premises-Operations- Buildings or Premises- Office (Geophysical Exploration-		a) 3000	4.330	.077	130	37
all employees	13841	c)150,000	.716	.147	1128	232
Construction Operations- Contractor	16291	e)500,000	.033	.012	173	63
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† Describe premium basis, if other than stated.

Form MP-9991

47430 Ed. 8-80 Printed in U.S.A.

COMPANY CONFIDENTIAL

The following Certificate Holders are hereby added as Additional Insureds as their interest may appear:

Clifford G. Burton 9120 San Juan Fl. La Mesa, CA 92041

W. Stanley Allen, Jr. & Ruth Brooks Allen P. O. Box 807 La Quinta, CA 92253

Marino DiNattio & Eva DiMattio c/o P. O. Box 20 Lancaster, CA 93534

Werner J. Igel and Lee May Igel c/o P. O. Box 236 Shingle Springs, CA 95682

Robert E. Iggulden & Maureen Iggulden 4301 S. E. Lambert Portland, Oregon 97206

D.A. & Carol Heisler 19275 S. Midhill Drive West Linn, OR 97068

Arthur E. Masters Jean T. Masters 6100 Bel Aire Way Bakersfield, CA 93309

Richard M. Winn & Dorothy L. Winn c/o 24121 Dylan Street El Toro, CA 92630

Oscar Dean Wright, III Edmund Dwight Wright and Deann Wright Meany c/o 217 Belmont Long Bea**hk**, CA 90803

Harry P. Stiely Star Route 1, Box 100 . Rosamond, CA 93560

Middle Butte Mine, Inc. 345 Creekside Drive Palo Alta, CA 94306

This endorsement forms a part of policy to which attached, effective on the in- ion date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the policy.)

**Endorsement effective** 

Policy No.

Endorsement No.

Named Insured

Countersigned by	
	(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

# COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE

### **APPLICATION OF EXCLUSIONS**

(Explosion, Collapse and Underground Property Damage Hazards)

It is agreed that if the named insured's actual operations include any operation(s), whether or not stated in the Schedule under "Description of Hazard", which is (are) described by any classification listed below, the "x", "c", "u" symbol(s) included in the applicable code number shall apply as if such classification code number and symbol(s) were included in such Schedule.

### DESCRIPTION OF OPERATIONS, CLASSIFICATION CODE NO. AND SYMBOL(S)

BUILDING OR STRUCTURE RAISING, MOVING OR UNDER-		PIPE LINE CONSTRUCTION—including pile driving or dredging	16365xcu
PINNING including incidental shoring, removal or rebuilding of walls, foundations, columns or pless	17886sxc	PLUMBING N.O.C.—gas, steam, hat water or other pipe fitting—in- cluding house connections, shop and retail stores or display rooms	1 <b>7185</b> u
CAISSON WORK:		QUARRIES-including operation of crushers	14001x
Foundations for buildings-including pile driving, excavation, massmy or concrete work up to completion of sub-structure only	17806xcu	RAILROAD CONSTRUCTION N.O.C.—Including laying, relaying or removal of tracks or maintenance of ways by contractors	16216×
Not foundations for buildings including pile driving, excevation, mesonry or concrete work up to completion of sub-structure only	16235xcu	SALVAGE OPERATIONS—including incidental wrecking, shoring or other structural work, the handling of machinery in damaged buildings, and salesmen or clerical st size of wrecking	17885sxc
COFFER-DAM WORK—including pile driving, excavation, masonry or concrete work up to completion of sub-structure only	16235×cu	SAND or GRAVEL DIGGING—no canal, sewer, callst excavation or underground mining	14091x
CONDUIT CONSTRUCTION for cables or wires	16286xcu	SEPTIC TANK SYSTEMS-installation, maintenance and repair in-	•
CONTRACTORS' EQUIPMENT:		cluding house connections, shop and retail stores or display rooms	17181u
Cremes, derricks, power shovels, and equipment incidental thereto— rented to others with operators including installation, repairor re-		SEWER MAINS or CONNECTIONS CONSTRUCTION—including tim- neling at street crossings	16226xcu
Earth moving equipment other than cranss, derricks and power	73912xcu	SHAFT SINKING—including pile driving, excavation, concrets work or lining	16235xcu
shovels—rented to others with operators—including installation, repeir or removal	17861cu	STEAM MAINS or CONNECTIONS CONSTRUCTION—including tunneling at street crossings	16225xcu
Steam boilers, compressors, air pressure tanks, pneumatic tools, and equipment incidental thereto—runted to others with operators—including installation, repair or removal	73916xii	STREET or ROAD CONSTRUCTION or MAINTENANCE—State, County, City or Other Governmental Units	18112xcu
CONTRACTORS' EQUIPMENT (excluding automobiles)—N.O.C.—rented to others with operators—including installation, repair or removal	73911u	STREET or ROAD CONSTRUCTION OR RECONSTRUCTION—clear- ing of right-of-way, excavation, filling or grading, bridge or culvert building	16115xcu
DAM OR RESERVOIR CONSTRUCTION	16232xcu		IO 113ACG
ELECTRIC LIGHT or POWER LINE CONSTRUCTION: Rural Electrification Administration Projects only	16242xc	STREET OF ROAD PAVING OF REPAVING, SURFACING OF RE-	16125xcu
ELECTRIC LIGHT or POWER LINE CONSTRUCTION	16245xcu	SUBWAY CONSTRUCTION	16205xcu
EXCAVATION N.O.C.	15111xcu		10200xcu
GAS MAINS or CONNECTIONS CONSTRUCTION-including turnel-		SWIMMING POOLS—BELOW GROUND—INSTALLATION, SERVI- CING AND REPAIR—including completed operations	17802xcu
ing at street crossing	16225xcu	TELEPHONE, TELEGRAPH OR ALARM LINE CONSTRUCTION	16245×cu
GEOPHYSICAL EXPLORATION—seismic method—at) employees—including completed operations	13831x		
GRADING OF LAND N.O.C.	07313жси	TUNNELING—including lining	16235xcu
IRRIGATION or DRAINAGE SYSTEM CONSTRUCTION—including pile driving or dredging	18255xu	UNDERPINNING BUILDINGS or STRUCTURES—including incidental shoring, removal or rebuilding of walls, foundations, columns or pless	17885exc
	•		***************************************
LANDSCAPE GARDENING Including completed operations	07311xcu	WATER MAINS or CONNECTIONS CONSTRUCTION—including tunneling at street crossings	16225xcu
OIL or GAS PIPE LINE CONSTRUCTION—including pile driving or dredging	16365xcu	WELDING OF CUTTING N.O.C.	17785x
OIL or GAS WELLS SHOOTING	13851dexz	WRECKING:	•
PILE DRIVING:  Building foundations only	17806xcu	Dismantling of pre-frabricated dwellings not exceeding three stories	
Sonic Method	16296cu	in height for re-erection—including completed operations	17811xc
N.O.C.—including timber wharf building	16294cu	Wrecking:Buildings or Structures—not marine—Including salesmen or clerical at site of wrecking—including completed operations	17822sxc

## MARINE BALLIC SUPPLEMENTAL FORM

The Maryland
MARYLAND CASUALTY COMPANY
AND OTHER UNBOUGHES! BALTHOOM
AN AMERICAN COMPANY

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2. 3.	NOTICE O which may of such loss EXAMINA all that ren members of and, as ofte certified co shall permit	F LOSS. T give rise to , damage or TION UNIDI tains of any the housel in as may b pies thereof t extracts en	a claim under to occurrence, a de ER OATH. The property herein old and others e reasonably req if originals be ad copies thereof	I as soon as this form an etailed swo Insured, as n described to submit tuired, shall lost, at suc f to be mad	s practicable re d shall also file rn proof of loss s often as may I I, and shall sub to examination I produce for ey th reasonable ti le. No such exa	port in writ with the Co i. be reasonabl mit, and in is under oat kamination me and pla mination us	ompa so fa th by all wr ce as	ny or its ag uired, shall r as is with any persor itings, bool may be de ath or exar	pany or its agenent within ninet exhibit to any in the or their; in named by the cs of account, bisignated by the mination of bost on of any loss o	y (90) d person d power ca Compa ills, invo Compan as or do	lays from da lesignated by ause his or th ny and subs lices and oth ny or its repr cuments, no	te of discovery  the Company neir employees, cribe the same; er vouchers, or esentative, and or any other act
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COMPANY CONFIDENTIAL

**Authorized Representative** 

- 10. PROTECTION OF PROPERTY. In case of loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of ebandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.
- 11. SUIT. No suit, action or proceeding for the recovery of any claim under this form shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this form is issued such limitation is invalid, then only such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.
- 12. APPRAISAL. If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.
- 13. CHANGES. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this form or estop the Company from asserting any right under the terms of this form, nor shall the terms of this form be weived or changed, except by endorsement issued to form a part of this form.
- 14. CONFORMITY TO STATUTE. Terms of this form which are in conflict with the statutes of the State wherein this form is issued are hereby amended to conform to such statutes.

#### FORM SPECIAL CONDITIONS

- The following war risk and nuclear exclusion clauses shall be paramount and shall not be modified or superseded by any provision included herein or endorsed hereon unless such other provision refers specifically to the risks excluded by these clauses and expressly assumes said risks.
  - A. War Risk Exclusion Clause.

This form does not insure against loss or damage caused by or resulting from:

- (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;
- (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- B. Nuclear Exclusion Clauses. Under any attachment to this form which insures against the peril of Fire, Clause 1, below, shall apply; whereas under any attachment which does not insure against the peril of fire, Clause No. 2, below, shall apply, as follows:
  - (1) The Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this form; however, subject to the foregoing and all provisions of this form, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this form.
  - (2) The Company shall not be tiable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this form.
- Civil Authority. Property covered under this form against the peril of fire is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

The terms and conditions of this form shall apply only to the property covered hereunder and none of the terms and conditions of the policy (or other forms or endorsements which may be attached thereto), except the cancelation provision, shall apply. If any of the property covered by this form is also covered under any provisions of the policy (or forms or endorsements attached thereto) to which this form is attached, those provisions are hereby amended to exclude such property, the intent being that the coverage under this form is the sole coverage on such property.

Wherever the word "policy" appears in any form or endorsement presently or subsequently attached to and forming a part hereof, it shall be deemed to be amended to "form."

### STATE PROVISIONS

KANSAS: Suit Against Company. If this form is issued in the State of Kansas, the words "five (5) years" are substituted for the words "twelve (12) months" in Condition 11. It is also understood and agreed that wherever the word "warrant" or any derivative thereof appears in this form the word "agree" or a derivative thereof is substituted therefor.

TEXAS: If this form is issued in the State of Texas, the form conditions are amended as follows:

- (1) Notice of Loss. The words "ninety-one (91)" are substituted for "ninety (90)" in Condition 2.
- (2) Suit Against Company. The words "two (2) years and one (1) day" are substituted for "twelve (12) months" in Condition 11.

## MARINE SCHEDULED PROPERTY FORM



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PROP	erty insur	IEEF. This policy inst	files (be tollowing	ouscribe	nu property or u	e insured or of others	in the care, cust	ody and control o	r tine i nisure:
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- 4. PERILS EXCLUDED. This policy does not insure against:
  - (a) loss, damage or expense caused by or resulting from loss of use, delay or other consequential or indirect loss or damage;
  - (b) loss, damage or expense caused by or resulting from earthquake, wear and tear, mechanical or electrical breakdown or failure, inherent vice, latent defect, gradual deterioration or depreciation, obsolescense, insects, vermin, processing or any work upon the property, unless fire or explosion ensues, and then only for direct loss or damage caused by such ensuing fire or explosion;
  - (c) loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices caused by electrical injury or disturbance whether from artifical or natural causes unless fire ensues, and then only for direct loss or damage caused by such ensuing fire:
  - (d) corrosion, rust, dampness of atmosphere, extremes of temperature, clouding, warping, or discoloration, or fouling or explosion of firearms, or breakage of tubes;
  - (e) loss, damage or expense caused by or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, his or their employees or agents, or others to whom the described property may be entrusted (carriers for hire excepted); nor unexplained loss, mysterious disappearance, nor loss or shortage disclosed upon taking inventory;
  - (f) loss, damage or expense caused by or resulting from strikers, locked-out workmen or persons taking part in labor disturbances, or arising from riots, civil commotion, vandalism or malicious mischief, or the acts of any person or persons taking part in any such occurrence or disorder;
  - (g) loss caused by, resulting from, contributed to or aggravated by any of the following:
    - (1) flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
    - (2) water which backs up through sewers or drains;
    - (3) water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other openings in such sidewalks, driveway, foundations, walls or floors;

unless loss by fire or explosion ensues and the Company shall then be tiable only for such ensuing loss;

- (h) loss, damage or expense caused by or resulting from insured property or any portion thereof coming into contact with any other object while it is on a transporting conveyance, unless the transporting conveyance (excluding tarpaulins, ropes or other similar appurtenances of such convevance) first collides with such other object;
- (i) loss, damage or expense due to carelessness or rough handling or disregard of reasonable precautions by the Insured's employees;
- theft from any automobile, motorcycle or other vehicle, occurring while such vehicles are unattended, unless at the time of such theft the windows, doors and compartments of the vehicles are securely closed and locked and such theft results from forcible entry evidenced by visible marks. This exclusion shall not apply to property in the custody of carriers for hire;
- (k) loss or damage due to breakdown of articles of a brittle or fregile nature, nor marring, scratching, chipping or denting unless (if this policy insures against such perils) caused by fire, windstorm, cyclone, tornado, explosion, collepse of buildings or accident to conveyances;
- (i) war risks or nuclear reaction as excluded by the printed Special Conditions of the policy.
- 5. PAIR AND SET. Where any insured item consists of articles in a pair or set, this policy is not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set; nor more than a proportionate part of the insured value of the pair or set.
- CO-INSURANCE. The Company shall be liable in event of loss for no greater proportion thereof than the amount insured beers to the actual value of the property described herein at the time such loss shall happen.
- TERRITORIAL LIMITS. This policy insures only while the property is within or is in transit within and between the states of the United States (excluding Alaska and Hawail), the District of Columbia, and Canada, but subject always to the limitations, conditions, exclusions and exceptions stated herein.
- 8. DEDUCTIBLE CLAUSE. Each claim for loss or damage shall be adjusted separately and, from the amount of each such adjusted claim or the applicable limit of liability, whichever is less, the sum shown on the face hereof shall be deducted.
- 9. MINIMUM RETAINED PREMIUM. If this policy is canceled by the Insured, the Company shall retain an earned premium of not less than 25% of the premium for this form (subject to a \$15.00 minimum and a \$100.00 maximum) or the amount shown on the face hereof, whichever is the greater. This amount is hereby declared to be the minimum retained premium for this policy.

### SPECIAL CONDITIONS

- 10. AGENT OF THE COMPANY. No person shall be deemed an agent of the Company unless specifically authorized in writing by the Company.
- 11. ASSIGNMENT OF POLICY. This policy shall be void if assigned or transferred without the written consent of the Company.
- 12. ABANDONMENT. There can be no abandonment to the Company of any property.
- 13. EXAMINATION OF RECORDS. The Insured shall, as often as may be reasonably required during the term of this policy and for one year thereafter, produce for examination by the Company or its duly authorized representative all the books and records, inventories and accounts relating to the property covered hereunder.
- 14. OTHER INSURANCE. If at the time of loss or damage there is available to a named or unnamed insured or any other interested party any other insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance.
- 15. IMPAIRMENT OF RECOVERY RIGHTS. Any act or agreement by the Insured before or after loss or damage whereby any right of the Insured to recover in whole or in part for loss or damage to property covered hereunder against any carrier, ballee or other party liable therefor, is released, impaired or lost, shall render this policy hull and void, but the Company's right to ratein or recover the premium shall not be affected. The Company is not liable for any loss or damage which, without its written consent, has been settled or compromised by the Insured.
- 16. CLAIMS AGAINST THIRD PARTIES. In the event of any loss of or damage to the property covered hereunder the Insured shall immediately make claim in writing against the carrier(s), ballee(s) or others involved.
- 17. PRIVILEGE TO ADJUST WITH OWNER. In the event of loss of ordamage to property of others held by the Insured for which claim is made upon the Company, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Company and the receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the Insured are respects any such loss or damage, the Company reserves the right at its option without expense to the Insured, to conduct and control the defense on behalf of and in the name of the Insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.
- 18. COMPANY'S OPTIONS. It shall be optional with the Company to take all, or any part, of the property at the agreed or appraised value, or to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within sixty (60) days after the receipt of the proof of loss herein required.
- 19. LABELS. In the event of loss of or damage to labels, capsules or wrappers, the loss shall be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers.
- 20. MACHINERY. In the event of loss of or damage to machinery consisting, when complete for sale or use, of several parts, the Company shall only be liable for the value of the part(s) lost or damaged.

Any and all of the printed terms, conditions and provisions of the policy which conflict with the expressed terms, conditions and provisions of this form are hereby superseded and delicated till divoid to the extent of such conflict.

### SUPPLEMENTAL EMPLOYERS' LIABILITY INSURANCE ENDORSEMENT

### ADDITIONAL DECLARATIONS

COVERAGES	UMIT	LIMITS OF LIABILITY			
		\$ 1,000,000	each employee		
BODILY INJURY BY ACCIDENT		\$ 1,000,000	each accident		
BODILY INJURY BY DISEASE		\$ 1,000,000	each employee		
RODICA INJOKA BA DISENSE		\$ 1,000,000	aggregate disease (per state)		

### SCHEDULE

STATES	SUBLINE 314	CLASS CODE 11111	ADVANCE PREMIUM
Nevada			31
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	TOTAL ADVA	NCE PREMIUM 22-	* 31

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

### I. EMPLOYERS' LIABILITY COVERAGE

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or bodily injury by disease, including death at any time resulting therefrom,

- (a) sustained in the United States of America, its territories or possessions, or Canada by any employee of the insured arising out of and in the course of his employment by the insured either in operations in a state designated in the Schedule or in operations necessary or incidental thereto, or
- (b) sustained while temporarily outside the United States of America, its territories or possessions, or Canada by any employee of the insured who is a citizen or resident of the United States of America or Canada arising out of and in

the course of his employment by the insured in connection with operations in a state designated in the Schedule; but this insurance does not apply to any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought;

end the company shall have the right and duty to defend any suit against the insured seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deams expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(OVER)

The information contained below is required only when this endorsement is issued subsequent to preparation of the policy.

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1						ver	Van Gilder Agency					,		

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

	O2 MARYLAND CASUALTY	COMPANY	;
	O7 NORTHERN INSURANCE	COMPANY OF	NEW YORK
Authorized Representative.	OS ASSURANCE COMPANY	OF AMERICA	

3028 Ed. 3-79

Hecla 104(e) 2947

COCA 000446
BUSINESS CONFIDENTIAL

### **EXCLUSIONS**

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement:
- (b) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law:
- (c) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof:
- (d) to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;
- (e) to any obligation for which the Insured or any carrier as his insurer may be held liable under the workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law or under any similar law;
- (f) to the insured's operations in any State named in this endorsement or any operations necessary or incidental thereto during any period in which the insured is subject to the workmen's compensation or occupational disease law of any such State and is neither a legally qualified self-insurer nor a member or subscriber in good standing in the State Fund in any such State.
- (g) to any claim with respect to which the insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment or any other failure to comply with the provisions of the workmen's compensation laws of the states indicated above.
- (h) to bodily Injury by accident or disease including death resulting therefrom, sustained by a master or member of the crew of any vessel or by any employee of the insured in the course of an employment subject to the United States Longshoremen's and Harbor Workers' Compensation Act, U.S. Code (1946) Title 33, Sections 901-49, or the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, or Part C of Title IV of the Federal Coal Mine Health & Safety Act of 1969, 30 U.S.C. Section 931-936, or sustained by any member of the flying crew of any aircraft.

### II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such:
- (c) If the named insured is designated in the declarations as other than an individual partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such:

This insurance does not apply to bodily injury by accident or disease arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named insured.

### UL LIMITS OF LIABILITY.

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment.

#### **Bodily Injury by Accident**

The limit of liability stated in the schedule as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by accident, including death resulting therefrom, sustained by one employee in any one accident; and, subject to the foregoing provision respecting "each employee", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury, including death resulting therefrom, sustained by two or more employees in any one accident.

#### **Bodily Injury by Disease**

The limit of liability stated in the schedule as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by one employee; and, subject to the foregoing provision respecting "each employee" the limit of liability stated in the schedule as applicable to "aggregate disease" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by employees in operations in a state designated in the schedule or in operations necessary or incidental thereto.

The limits of liability stated herein are in lieu of and shall not be cumulative with any limit of liability stated elsewhere in the policy. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

### IV.ADDITIONAL DEFINITIONS

When used in reference to this insurance:

- (a) Workmen's Compensation Law. The unqualified term "workmen's compensation law" means the workmen's compensation law and any occupational disease law of a state designated above, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) State. The word "state" means any State or Territory of the United States of America and the District of Columbia.
- (c) Bodity Injury by Accident; Bodily Injury by Disease. The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included with the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".
- (d) Assault and Battery. Under this Coverage, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

### V. ADDITIONAL CONDITIONS

Application: This coverage applies only to injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

All other Conditions of the policy apply to the insurence afforded by this endorsement except Conditions 3. Financial Responsibility Laws.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement	efi	ect	ve
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Policy No. SM31501167

Endorsement No.

Named Insured	Coca	Mines.	Inc.
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Countersigned by (Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

### BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

### Schedule

Limit of Liability—Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein:

______each person.

Limit of Liability—Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein:

Premium Basis

15 % of the Total Comprehensive General Liability
Bodily Injury and Property Damage Premium as
Otherwise Determined.

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Advance Premium

### MINIMUM PREMIUM S

### L CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any contract or agreement relating to the conduct of the named insured's
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
  - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
  - (2) if the insured is an architect, engineer or surveyor, to bedily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
    - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
    - (b) supervisory, inspection or engineering services;
  - (3) If the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
    - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

- (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (5) to bodily injury or property damage arising out of operations, within 50 feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnet, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions appticable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:

### Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

#### II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### (B) This insurance does not apply:

- (1) to liability assumed by the insured under any contract or agreement:
- (2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

#### (6) to advertising injury arising out of

- (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
- (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised. or
- (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

#### (7) with respect to advertising injury

- (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
- (b) to any injury arising out of any act committed by the insured with actual malice.

#### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

(1) false arrest, detention, imprisonment, or malicious prosecu-

- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
  - (a) of a libel or slander or other defamatory or disparaging material, or
  - (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

#### III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

#### (A) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any automobile or aircraft owned or operated by or rented or to any insured, or
  - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

#### (2) arising out of

- (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- (b) the operation or use of any snowmobile or trailer designed for use therewith;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any watercraft owned or operated by or rented or loaned to any insured, or
  - (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or toaned to the named insured:

#### (B) to bodily injury

- (1) included within the completed operations hazard or the products hazard.
- (2) arising out of operations performed for the named insured by independent contractors other than
  - (a) maintenance and repair of the insured premises, or
  - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures:
- (3) resulting from the selling, serving or giving of any alcoholic beverage
  - (a) in violation of any statute, ordinance or regulation.
  - (b) to a minor,
  - (c) to a person under the influence of alcohol, or
  - (d) which causes or contributes to the intoxication of any person,
  - if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving al-

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coholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing:

#### (C) to bodily injury

- (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises:
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) if the named insured is a club, to any member of the named insured:
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured:
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### **ADDITIONAL DEFINITIONS**

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### **ADDITIONAL CONDITION**

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### V. FIRE LEGAL LIABILITÝ COVERAGE—REAL PROPERTY

With respect to properly damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such properly damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of preperty damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endursement.
- (C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

# VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
  - (1) to properly owned or occupied by of rented to the insured, or, except with respect to the use of elevators, to properly held by the insured for sale or entrusted to the insured for storage or safekeeping:
  - (2) except with respect to liability under a written sidetrack agreement or the use of elevators
    - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured.
    - (b) to tools or equipment while being used by the insured in performing his operations,
    - (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
    - (d) to that particular part of any property, not on premises owned by or rented to the insured,
      - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
      - (ii) out of which any property damage arises, or
      - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
  - (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include incidental Medical Malpractice Injury

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Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly:
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

# VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

#### IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, properly damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage

#### X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee—Any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
  - to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment:
  - (2) to personal injury or advertising injury to the named insured or, if the named lasured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing.
  - (3) to properly damage to properly owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

#### XI. EXTENDED BODILY INJURY COVERAGE.

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The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

# XII: AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal lightly or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.



#### SPECIAL MULTI-PERIL POLICY LIABILITY INSURANCE

### BODILY INJURY LIABILITY

#### PROPERTY DAMAGE LIABILITY

1. The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

bodily injury or property damage

to which this insurance applies, caused by an occurrence, and arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental to the business of the named insured conducted at or from the insured premises, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty of fitness or quality of the named insured's products of a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily tolury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to the parking of an automobile on insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodify injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any watercraft owned or operated by or rented or loaned to any insured, or
  - (2) any other watercraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollulants into or upon tand, the atmosphere or other water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage arising out of operations on or from premises (other than lesured premises) owned by, rented to or controlled by the named insured or to liability assumed by the insured under any contract or agreement relating to such premises:
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

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- (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
  - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
  - but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above:
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
  - (1) property owned or occupied by or rented to the insured,
  - (2) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (I) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
- (1) a delay in or tack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;
- but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person of organization either than an insured;
- (n) to properly damage to the named lineared's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the insured under any incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision:
- (r) to bedily injury and preperty damage arising out of demolition operations performed by or on behalf of the insured.

Page 1 of 3

- (s) to properly damage included within:
- (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbols of
- (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol by
- (3) the underground property damage hazard in connection with operations, identified in this policy by a classification code number which includes the symbol of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connection of the connect

#### IL PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) it the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named losured with respect to the conduct of such a business;
- (b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability assuch:
- (c) if the named insured is designated in the Declarations as other than an individual, partnership of joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation; for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law;
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legality responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### III. LIMITS OF LIABILITY.

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain budily injury or properly damage, or (3) claims made or suits brought on account of budily injury or property damage, the company's liability is limited as follows:

Bodily Injury and Property Damage Combined—Subject to the provisions below concerning "aggregate", limit of liability stated in the Declarations as applicable to "each eccurrence" is the total limit of the company's liability because of Bodily Injury and Property Damage Combined for all damages as the result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security of when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for bodily injury liability and property lamage liability to the extent of the coverage required by such law, but the special policial provides in the coverage required by such law, but the special policial provides in the coverage required by such law, but the special policial provides in the coverage required by such law, but the special policial provides in the coverage required by such law, but the special policial provides in the coverage required by such law, but the special policial policial provides to the coverage required by such law, but the special policial provides the second provides the second provides to the coverage required by such law, but the special provides the second provides to the provides the second provides to the provides to the provides to the provides to the provides to the provides the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides to the provides t

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The total liability of the company for all damages because of all bodily injury and property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the schedule as "aggregate".

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage prising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured including any such property damage for which liability is assumed under any inclidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or repairs at the named insured or structural afterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard.

Such aggregate limit shall apply separately (i) to the property damage described in subparagraphs (1) and (2), (ii) to the sum of the damages of all bodily injury and all property damage described in subparagraph (3) and (iii) separately with respect to each project away from premises owned by or rented to the named insured.

Bodily Injury and Property Damage—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV. ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means (1) the premises designated in the declarations. (2) premises alienated by the named insured (other than premises constructed for sale by the named insured), if possession has been relinquished to others, and (3) premises as to which the named insured acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after suchacquisition; and includes the ways immediately adjoining such premises on land.

#### V. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

#### PREMISES MEDICAL PAYMENTS

I. The company will pay to or for each person who sustains bodify injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of a condition in the insured premises or operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

#### Exclusions

This insurance does not apply:

- (a) to bodily injury
  - (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
    - (i) any automobile or aircraft owned or operated by or rented to or loaned to any insured, or
    - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

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- (2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (i) any watercraft owned or operated by or rented or loaned to any insured, or
  - (ii) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises; or

- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (5) arising out of operations on or from premises (other than insured premises) owned by, rented to, or controlled by the named insured:

#### (b) to bodily injury

- (1) included within the complete operations hazard or the products hazard:
- (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations of such premises which do not involve changing the size of or moving buildings or other structures:
- (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor:
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing:

#### (c) to bodily injury

(1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant:
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law:
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) to any medical expense for services by the named insured; any employee thereof or any person or organization under contract to the named insured to provide such services.

#### II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the Company's liability for all medical expense for badily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the Company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

#### III. ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" mean all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### IV. POLICY PERIOD: TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

# SPECIAL MULTI-PERIL POLICY SECTION I—SPECIAL PERSONAL PROPERTY FORM

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#### I. PROPERTY COVERED

PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges turnished, performed or incurred by the insured; all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions constituting a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to a removal by the insured.

PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the insured, while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made.

#### II. PROPERTY NOT COVERED

#### This policy does not cover:

- A. Property sold by the insured under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers.
- B. Aircraft, watercraft, including motors, equipment and accessories (except rowboats and canoes, while out of water and on the designated premises); and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured.

This provision does not apply to the following types of property when held for sale or sold but not delivered:

- Watercraft (including motors, equipment and accessories) while not affoat;
- 2. Motorcycles, motorscooters and snowmobiles; or
- Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured:

- 1. Aircraft;
- 2. Watercraft, including motors, equipment and accessories, while not affoat; or
- 3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.
- C. Personal property while waterborne.
- D. Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage.
- E. Accounts, bills, currency, deeds, evidences of debt, money and securities.
- F. Outdoor signs, whether or not attached to a building or structure.
- G. Growing crops and lawns.
- H. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

#### III. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

- 1. Except for loss caused by the "specified perils":
  - (a) Fur and fur garments are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance.
  - (b) Jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance. This limitation shall not apply to jewelry and watches valued at \$25 or less per item.
  - (c) Patterns, dies, molds, models and forms are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance.
  - (d) Stamps, tickets and letters of credit are covered for not exceeding loss in aggregate of \$250 in any one occurrence for all contributing insurance.
- 2. Valuable papers and records meaning books of account, manuscripts, abstracts, drawings, card index systems and other records including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, are covered only against loss caused by the "specified perils".

- Animals and pets are not covered, except when held for sale or sold but not delivered, and then only against death or destruction directly resulting from or made necessary by the "specified perits".
- 4. Outdoor trees, shrubs and plants are not covered, except when held for sale or sold but not delivered, and then only against direct loss by the "specified perils".
- 5. Glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature are covered against loss by breakage only if directly caused by the "specified perils". This limitation shall not apply to bottles or similar containers of property for sale, or sold but not delivered, nor to lenses of photographic or scientific instruments.
- 6. Steam boilers, steam pipes, steam turbines and steam engines are not covered against loss caused by hursting, rupture, cracking or explosion originating therein (other than explosion of accumulated gases or unconsumed fuel within a fire box or combustion chamber).
- Machines and machinery are not covered against loss caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.

The term "specified perils" shall mean direct loss by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail to property contained in any building, vandalism and malicious mischief, leakage or accidental discharge from automatic fire protective systems.

#### IV. EXTENSIONS OF COVERAGE

Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recovereble under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not consulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

- A. Property at Newly. Acquired Locations: The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$10,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the terrilorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired:
- B. Personal Effects: The insured may apply up to \$500 to cover direct loss in any one occurrence by the perils not otherwise excluded to personal effects while located on the designated premises, belonging to the insured; officers, partners or employees thereof, and limited to \$100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.
- C. Valuable Papers and Records: The insured may apply up to \$500 to cover direct loss in any one occurrence by a peril not otherwise excluded to valuable papers and records consisting of books of account; manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.
- D. Extra Expense: The insured may apply up to \$1,000 to cover the decessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by a peril not otherwise excluded under this form to the buildings or personal property situated at the designated premises:

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operations of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss bereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage for:

1. loss of income:

- 2. the cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or restore books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced; or
- 3. any other consequential or remote loss.
- E. Danage to Buildings from Theft, Burglary or Robbery: This policy includes loss (except by fires or explosion) to that part of the building occupied by the insured and containing property covered, and to equipment therein pertaining to the service of the building but not building property or equipment removed from premises, directly, resulting from theft, burglary or robbery (including attempt thereat), provided the insured is the owner of such building or equipment or is liable for such damage, but in no event shall this coverage apply to glass (other than glass building blocks) or to any lettering or ornamentation thereon.
- F. Transportation: The insured may apply up to \$1,000 to cover insured personal property (other than property in the care, custody or control of salesmen) during transportation by motor vehicles owned, leased or operated by the insured for loss in any one occurrence caused by:
  - E fire, lightning, windstorm and hail, explosion, smoke, riot, riot attending a strike and civil commotion, vandalism and malicious mischief, or
  - 2. collision, overturning or upset of the vehicle; meaning thereby the violent and accidental contact of the vehicle conveying the property described herein with any other vehicle or object excluding any loss or damage done by coming in contact with any portion of the road hed or by means other than as expressly indicated; or
  - 3. theft of an entire shipping bale, case or package from a vehicle while such property is contained in a fully enclosed and securely locked body or compartment and theft results from forcible entry, evidenced by visible marks upon such body or compartment.
- 6. Non-Owned Personal Property: The insured may apply at each location up to 2% of the limit of liability specified for Personal Property of the Insured at such location, but not exceeding \$2,000, as an additional amount of insurance, to cover for the account of the owners thereof (other than the named insured) direct loss by a peril insured against to personal property, similar to that covered by this policy, belonging to others while in the care, custody or control of the named insured and all while (1) in or on the building(s), or (2) in the open (including within vehicles), on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made. As respects personal property belonging to others, this provision shall replace any loss payable provision of this policy.

#### V. PERILS INSURED AGAINST

This policy insures against all risks of direct physical loss subject to the provisions and stipulations herein and in the policy of which this form is made a

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#### VI. EXCLUSIONS

- A. This policy does not insure under this form against loss caused by:
  - enforcement of any ordinance or law regulating the use, construction, repair, or demolition of property, including debris removal expense;
  - 2. unexplained or mysterious disappearance of property, or shortage of property disclosed on taking inventory;
  - actual work upon, installation or testing of property covered, failure, breakdown or derangement of machines or machinery, error, omission or deficiency in design, specifications, workmanship or materials; unless loss by fire or explosion not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss;
  - 4. any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire;
  - 5. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the described building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;
  - delay, loss of market, interruption of business, nor consequential loss of any nature;
  - 7. (a) wear and tear, marring or scratching;
    - (b) deterioration, inherent vice, latent defect;
    - (c) rust, mold, wet or dry rot, contamination;
    - (d) dampness or dryness of atmosphere, changes in or extremes of temperature;
    - (e) smog, smoke from agricultural smudging or industrial operations; or
    - (f) birds, vermin, rodents, insects or animals;

unless loss by fire, smoke (other than smoke from agricultural smudging or industrial operations), explosion, collapse of a building, glass breakage or water not otherwise excluded ensues, then this policy shall cover only such ensuing loss.

If loss by water not otherwise excluded ensues, this policy shall also cover the cost of learing out and replacing of any part of the building covered required to effect repairs to the plumbing, heating or air conditioning system or domestic appliance but excluding loss to the system or appliance from which the water escapes;

8. explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of

accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the Company shall be liable for only such ensuing loss;

- voluntary parting with title or possession of any property by the insured or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick, device or false pretense;
- 10. any fraudulent, dishonest or criminal act done by or at the instigation of any insured, partner or joint adventurer in or of any insured, an officer, director or trustee of any insured; pil-ferage, appropriation or concealment of any property covered due to any fraudulent, dishonest or criminal act of any employee while working or otherwise, or agent of any insured, or any person to whom the property covered may be entrusted;
- 11. continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years; or
- 12. rain, snow or sleet to property in the open.
- B. This policy does not insure under this form against loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.
- C. This policy does not insure under this form against loss caused by, resulting from, contributed to or aggravated by any of the following:
  - 1. earth movement, including but not timited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;
  - flood, surface water, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
  - 3. water which backs up through sewers or drains; or
  - water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion; but these exclusions shall not apply to loss arising from theft.

#### VII. VALUATION

The following bases are established for valuation of property:

- A. The value of all stock actually sold but not delivered shall be the price at which it was sold, less all discounts and unincurred expenses.
- B. Tenants' Improvements and Betterments:

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- If repaired or replaced at the expense of the named insured within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments.
- 2. If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were made to the expiration date of the lease.
- If repaired or replaced at the expense of others for the use of the named insured, there shall be no liability hereunder.

- C. Valuable Papers and Records:
  - 1. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material plus the cost of labor incurred by the named insured for transcribing or copying such records.
  - Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form.
- D. All other property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.

# (1)

# SPECIAL MULTI-PERIL POLICY CONDITIONS AND DEFINITIONS GENERAL CONDITIONS

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The following Conditions apply to Section I and II except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

Premium. All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.

If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the Company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the Company.

- Time of Inception. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.
- 3. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by malling to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, the Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Notice of cancellation addressed to the named insured and mailed to the mailing address shown in the Declarations shall be sufficient notice to effect cancellation of this policy.

- Concealment or Fraud. This policy is void if any Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.
- 5. Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. However, if the named Insured shall die, this insurance shall apply:
  - (a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such; or
  - (b) to the person having temporary custody of the property of the pamed insured but only until the appointment and qualification of the legal representative.

#### 6. Subrogation.

- (a) In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- (b) The Company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss; however, it is agreed that the insured may:
  - (1) as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
  - (2) as respects property in transit, accept such bills of lading receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
- 7. Inspection and Audit. The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- 8. Liberalization Clause. In the event any filing is submitted to the insurance supervisory authorities on behalf of the Company, and:
  - (a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and
  - (b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium:

the benefit of such extended or broadened insurance shall inure to the benefit of the insured as though the endorsement or substitution of form had been made.

- 9. Insurance Under More Than One Coverage, Part or Endorsement. In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the Company shall not be liable for more than the actual loss or damage sustained by the insured.
- 10. Waiver or Change of Provisions. The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

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#### CONDITIONS APPLICABLE TO SECTION I

- Policy Period, Territory. Section 1 of this policy applies only to loss to property during the policy period while such property is within or between the fifty states of the United States of America, the District of Columbia and Puerto Rico.
- 2. Deductible. Unless otherwise provided in the Declarations:
  - (a) The sum of \$100 shall be deducted from the amount of loss to property in any one occurrence. This deductible shall apply:
    - (1) separately to each building, including personal property therein:
    - (2) separately to personal property in each building if no coverage is provided on the containing building; and
    - (3) separately to personal property in the open (including within vehicles).
  - (b) The aggregate amount of this deductible in any one occurrence shall not exceed \$1,000.
- 3. Coinsurance Clause. The Company shall not be liable for a greater proportion of any loss to property covered than the limit of liability under this policy for such property bears to the amount produced by multiplying the actual cash value of such property at the time of the loss by the coinsurance percentage stated in the Declarations.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required providing that nothing herein shall be construed to waive the application of the first paragraph of this clause.

- If insurance under Section I of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.
- 4. Removal. This policy covers loss by removal of the property covered hereunder from premises endangered by the perils insured against, and the amount of insurance applies pro rata for five days at each proper place to which such property shall necessarily be removed for preservation.
- 5. Debris Removal. This policy covers expense incurred in the removal of debris of the property covered which may be occasioned by loss by any of the perils insured against in this policy. The total amount recoverable under this policy for both loss to property and debris removal expenses shall not exceed the limit of liability applying to the property. Cost of removal of debris shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.
- 6. War Risk And Governmental Action Exclusion. This policy under Section I shall not apply to loss caused, directly or indirectly, by or due to any act or condition incident to the following:
  - (a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval of air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a bostile or warlike action by such a government, power, authority or forces;
  - (b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating of defending against such an occurrence; seizure or destruction under quarantine or custom's regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- 7. Nuclear Clause And Nuclear Exclusion.
  - (a) Nuclear Clause (Not Applicable in New York). The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled of uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such toss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this

- policy. However, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.
- (b) Nuclear Clause (Applicable only in New York): This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.
- (c) Nuclear Exclusion (Not Applicable in New York): Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or he in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "euplosion" or "smoke". This clause applies to all perils insured against hereunder except the peril of fire, which is otherwise provided for in the nuclear clause above.

#### 8. Other Insurance.

- (a) If at the time of loss there is other insurance written in the name of the insured upon the same plan, terms, conditions and provisions as contained in this policy, herein referred to as Contributing Insurance, the Company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such loss.
- (b) If at the time of loss there is other insurance other than that as described in (a) above, the Company shall not be liable for any loss hereunder until:
  - (1) the Liability of such other insurance has been exhausted, and
  - (2) then for only such amount as may exceed the amount due from such other insurance, whether collectible or not.
- 9. Duties Of The Named Insured After A Loss. In case of loss the named insured shall:
  - (a) give immediate written notice of such loss to the Company:
  - (b) protect the building and personal property from further damage, make reasonable temporary repairs required to protect the property, and keep an accurate record of repair expenditures;
  - (c) prepare an inventory of damaged personal property showing in detail, quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;
  - (d) exhibit the remains of the damaged property as often as may be reasonably required by the Company and submit to examination under oath:
  - (e) submit to the Company within 60 days after requested a signed, sworn statement of loss that sets forth to the best of the named insured's knowledge and belief:
    - (1) the time and cause of loss;
    - (2) interest of the insured and all others in the property involved and all encumbrances on the property;
    - (3) other policies of insurance that may cover the loss;
    - (4) changes in title or occupancy of the property during the term of the policy;
    - (5) specifications of any damaged building and detailed estimates for repair of the damage;
    - (6) an inventory of damaged personal property described in (c) above:
  - (f) give notice of such loss to the proper police authority if loss is due to a violation of law.
- 10. Appraisal. If the named insured and the Company fail to agree on the amount of the loss, either can demand that the amount of loss be set by appraisal. If either party makes a written demand for appraisal, each shall select a competent independent appraiser. Each shall notify the other of the selected appraiser's identity within twenty (20) days of the receipt of the written demand.

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The two appraisers shall select a competent, impartial umpire. If the appraisers are unable to agree upon an umpire within fifteen (15) days, the named insured or the Company may petition a judge of a Court of Record in the state where the insured premises is located to select an umpire.

The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to the Company, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of loss.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire shall be paid equally by the named insured and the Company.

- 11. Company Options. If the Company gives notice within thirty (30) days after it has received a signed, sworn statement of loss, it shall have the option to take all or any part of the property damaged at an agreed value, or to repair, rebuild or replace it with equivalent property.
- 12. Abandonment Of Property. The Company need not accept any property abandoned by an insured.
- 13. Payment Of Loss. The Company will pay all adjusted claims within thirty (30) days after presentation and acceptance of the proof of loss.
- 14. Privilege To Adjust With Owner.

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- (a) Except as provided in (b) below, or unless another payee is specifically named in the policy, loss, if any, shall be adjusted with and payable to the named insured.
- (b) In the event claim is made for damage to property of others held by the insured, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Company and the receipt of payment by such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made.

If legal proceedings be taken to enforce a claim against the insured as respects any such loss or damage, the Company reserves the right at its option without expense to the insured to conduct and control the defense on behalf of and in the name of the insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.

- 15. Suit. No suit shall be brought on this policy unless the insured has complied with all the policy provisions and has commenced the suit within one year after the loss occurs.
- 16. Permits And Use. Except as otherwise provided, permission is granted:
  - (a) to make alterations and repairs:
  - (b) in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.
- 17. Vacancy, Unoccupancy and Increase of Hazard.
  - (a) This Company shall not be liable for loss occurring while a described building, whether intended for occupancy by owner or tenant is vacant beyond a period of sixty consecutive days. "Vacant" or "Vacant" means containing no contents pertaining to operations or activities customary to occupancy of the building, but a building in process of construction shall not be deemed vacant.
  - (b) Permission is granted for unoccupancy.
  - (c) Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the insured.

18. Protective Safeguards. If as a condition of this insurance that the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance only as respects the location or situation affected for the time of such discontinuance

19. Mortgage Clause—Applicable Only To Buildings. This clause is effective if a mortgagee is named in the Declarations. The word "mortgagee" includes "trustee". Loss to buildings shall be payable to the named mortgagee as interest may appear, under all present or future mortgages on the buildings described in the Declarations in order of precedence of mortgages on them.

As it applies to the interest of any mortgagee designated in the Declarations, this insurance shall not be affected by any of the following:

- (a) any act or neglect of the mortgagor or owner of the described buildings;
- (b) any foreclosure or other proceedings or notice of sale relating to the property;
- (c) any change in the title or ownership of the property;
- (d) occupancy of the premises for purposes more hazardous than are permitted by this policy;

provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee shall, on demand, pay the premium.

The mortgages shall notify the Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the mortgages. Unless permitted by this policy, such change of ownership or occupancy or increase of hazard shall be noted on the policy and the mortgages shall on demand pay the premium for the increased hazard for the term it existed under this policy. If such premium is not paid, this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms. If so cancelled, this policy shall continue in force for the benefit only of the mortgagee for ten days after notice to the mortgagee of such cancellation and shall then cease. The Company shall have the right to cancel this agreement on ten days notice to the mortgagee.

When the Company shall pay the mortgagee any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, the Company shall, to the extent of such payment, he thereupon legally subrogated to all the rights of the mortgage to whom such payment shall have been made, under the mortgage debt. In lieu of taking such subrogation, the Company may, at its option, pay to the mortgage to whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities. However, no subrogation shall impair the right of the mortgagee to recover the full amount of said mortgagee's claim:

- 20. Recoveries. In the event the Company has made a payment for loss under the policy and a subsequent recovery is made of the lost or damaged property, the insured shall be entitled to all recoveries in excess of the amount paid by the Company, less only the actual cost of effecting such recoveries.
- 21. Loss Clause. Any loss hereunder shall not reduce the amount of this insurance
- 22. No Benefit To Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.
- 23. No Control. This insurance shall not be prejudiced:
  - (a) by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building when such act or neglect of the owner or occupant is not within the control of the insured, or
  - (b) by failure of the insured to comply with any warranty or condition contained in any endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

COMPANY CONFIDENTIAL

#### CONDITIONS APPLICABLE TO SECTION II



(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit; premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first and to others at the time of an accident, for hodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

2. Premium. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

3. Financial Responsibility Laws. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall cumply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

#### 4. Insured's Duties in the Event of Occurrence, Claim or Suit.

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurence is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarity make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Medical Reports; Proof and Payment of Claim. As soon as practicable the insured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company

when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

6. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full Compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party in any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations becaused.

7. Other Insurance. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insurance has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8. Annual Aggregate. If this policy is issued for a period in excess of one-year, any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

#### 9. Nuclear Exclusion.

1. This policy does not apply:

(a) Under any Liability Coverage, to bodily injury or property damage
(1) with respect to which an insured under this policy is also an

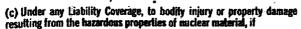
insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

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- (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but it such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

#### II. As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties;

"muclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutorium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"muclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

**COMPANY CONFIDENTIAL** 

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Page 5 of 6



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

**Endorsement Effective** 

Policy No.

**Endorsement No** 

Named Insured

Countersigned by Hed M. Stee!
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**GENERAL LIABILITY INSURANCE** 

**SMP LIABILITY INSURANCE** 

**BUSINESSOWNERS POLICY** 

#### AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is hi or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

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### **CHANGE ENDORSEMENT**

MP 12 01 (Ed. 02 79)

**BUSINESS CONFIDENTIAL** 

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COMPANY CONFIDENTIAL

MP 12 01

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COMPANY CONFIDENTIAL

MP 12 01 (Ed. 02 79)

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COCA 000465 BUSINESS CONFIDENTIAL

### **CHANGE ENDORSEMENT**

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## **CHANGE ENDORSEMENT**

MP 12 01 (Ed. 02 79)

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### **CHANGE ENDORSEMEN ***

MP 12 01 (Ed. 02 79)

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### CHANGE ENDORSEMENT

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## **CHANGE ENDORSEMENT**

MP 12 01 (Fd. 02 79)

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#### OPEN FORM ENDORSEMENT A

FOR POLICY SMP-31501167

ITEM 6 OF THE SPECIAL MULTI-PERIL DECLARATION PAGE, FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY AT THE TIME OF ISSUE.

- 6a. General Conditions, MP0090(0777)
- b. Section I, MP0014(0777)
- c. Section II, MP9991(0777) GL0019(0778) MP0093(0777) GL2104(0766)
- d. Section III,
- e. Section IV,

The information contained below is required only when this endorsement is issued subsequent to preparation of the policy.

TRANS.	This end Policy		nt forms a par	of 	Issued to	<b>)</b>				And	ls effective on and a	fter	
Term	Ellective	Effective Date   Expiration Date   Co.   B.4				Producer	Subject Q-2		1-4	Stat. Plan	Prem. Bearing Non-Prem. Bearin		
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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein set forth.

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NAME AND	ADDRESS OF AGENCY The Van Gilde			COM	•		TE UPON THE C		
	700 Broadway, Denver, Color	#1035		COMP	ANY A Mar	yland	d Casualty	r Compan	<b>y</b> -
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This is to	certify that policies of in	isurance lis	ited below have b	peen issued	1	named	apove and are ii Limits of Liabi	lity in a nousan	as (vov)
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### **COMMON POLICY DECLARATIONS**

THIS POLICY IS ISSUED BY THE NAME BELOW	COMPANY INDICATE	D BY "X" BEFORE	E THE COMPANY	Royal
Royal Insurance Company of X America (An Illinois Stock Co.)	Royal Indemnity Comp (A Delaware Stock Co.)		Insurance Company Jersey Stock Co.)	Insurance
Safeguard Insurance Company  (A Connecticut Stock Co.)	Globe Indemnity Comp  (A Delaware Stock Co.)	any America Compar	an & Foreign Insurance ny (A Delaware Stock Co.)	
BRANCH ADDRESS: 5445 DTC	PARKWAY, SUITE 620	, ENGLEWOOD, C	0 80111	
POLICY NO. PSQ 004169		RENEWAL OF	PSO 004169	· · · · · · · · · · · · · · · · · · ·
NAMED INSURED AND MAILING A	ADDRESS:	PRODUCER:	3897500	
COCA MINES, INC. etal 1776 Lincoln, Suite 910 Denver, CO 80203		VAN GILDER 7 700 Broadway Denver, CO	<del>-</del> .	
POLICY PERIOD: From 07/30/8			ndard Time at your Mailing	<del></del>
IN RETURN FOR THE PAYMENT OF THE PROVIDE THE INSURANCE AS STATED I	N THIS POLICY	·	<u> </u>	REE WITH YOU TO
THIS POLICY CONSISTS OF THE FOLI THIS PREMIUM MAY BE SUBJECT TO	ADJUSTMENT.	· · · · · · · · · · · · · · · · · · ·		
	COVERA	GE PARTS	PREMIUM	
Commercial Property	•		\$ 161.	
Commercial General Liability			\$ 28,997.	
Commercial Crime		•	\$ NOT COVERED	i.u
Commercial Inland Marine			\$ NOT COVERED	A THE STATE
☐ Boiler and Machinery			\$ NOT COVERED	
Commercial Auto			\$ 33,350.	
☐ Farm		•	\$ NOT COVERED	
			\$	
	CA	SURCHARGE	\$ 223.91	
Premium is payable in installmen	ts: See endorsement.	POLICY DEFINITION		
FORMS APPLICABLE TO ALL COV	ERAGE PARTS: (Show m	umbers)		
ILO017(1185), ILO228(1087)	· · · · · · · · · · · · · · · · · · ·	100000	·	
BUSINESS DESCRIPTION:				
MINING	•			
THESE DECLARATIONS TOGETHER WITH AND ENDORSEMENTS, IF ANY, ISSUED	ITHE COMMON POLICY COI TO FORM A PART THEREOF	NDITIONS, COVERAG F, COMPLETE THE O	E PART DECLARATIONS, C ONTRACT OF INSURANCE	OVERAGE FORM(S
Countersigned: 10-27-89		By:		1
Uate 			Authorized Representative Hecla 1	04(e) 3148

COMPANY CONFIDENTIAL

## This Endorsement Changes the Policy. Please Read it Carefully.

ENDORSE	MENT	NO.	

Royal Insurance	

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations.

If this endorsement is listed in the policy declarations, it is in effect from the time coverage under this policy commences. Otherwise, the effective date of this endorsement is as shown below at the same time or hour of the day as the policy became effective.

COUNTERSIGNED BY	•	

**AUTHORIZED REPRESENTATIVE** 

COMPANY

Addrit	)OE	PREMIUM		ENDORSEMENT (MO., DAY, YR) EFFECTIVE	POLICY SYMBOL & NO.		
	Named Insured (and a		<u> Ц в</u>	Producer (and addr			
	-						
	•						

#### NAMED: INSURED TO READ:

CoCa Mines, Inc.
Middle Buttes Partners, Ltd. (A Partnership)
Cactus Gold Mines Co. (A Joint Venture with Compass Mining, Inc.)
Hardscrabble Partners, Ltd. (A Partnership)
Congdon & Carey (General Partners)
Congdon & Carey, Ltd., No. 3 (A Partnership)



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### · COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS





			1.69				VE DATE _07					
NAMEI	USVI C	RED COCA	MINES,	INC. ETAL	· · · · · · · · · · · · · · · · · · ·	REN	ewal of <u>Ps</u>	0 004169				
DESCR	IPTIO	N OF PREM	ISES		"X" If supplemental declarations attached							
Prem. No.	Bldg: No.	•	·		Location, Construct	ion and Occupancy						
1	1				ln, Suite 910 tive occupied	), Denver, CO d as office						
COVE	AGES	PROVIDED -		t the described p	premises applies only	y for coverages for which a	limit of insuran	ce is shown.				
Prem. No.	Bidg. No.		Coverage		Limit of Insurance	Covered Causes of Los	s Coinsurance*	Rates				
1	1	Business	Personal	Property	\$170,000.	Special	<b>80%</b>	Incl.				
		_•		•.		*IF EXTEA EXPENSE CO	verage, lingts o	en loss parm				
OPTIO	NAL C	OVERAGES -	- Applicable o	only when entric	s are made in the sc	hedule below.						
Prem. No.	Bldg. No.	Expiration		Coverage	Amount	Building	Replacement Cost ( Personal Property	Including S				
1.	1				•		X					
					•							
		Building	g Person	nel Property	Monthly Limit of Indemnity (Praction	* Maximum Period () Indemnity (X)		maity (Days)				
		Building	g Person	nai Property	Indemnity (Praction	Indemnity (X)		minity (Dayri)				
		Building	g Persoa	nai Property	Indemnity (Praction		fade	maity (Days)				
	GAGE I Bldg. No.	HOLDERS		Name and Mailing &				minity (Days)				
Prem. No.		HOLDERS					PPLIES TO BUSING	minity (Degra)				
Prem. No.	Bldg. No.	HOLDERS	Mortgage Holder			<b>*</b> A		minity (Dogra)				
Prem. No. DEDU	Bidg. No. CTIBLE	HOLDERS	Mortgage Holder	Name and Mailing A		TOTAL PREMIUM FOR THIS	PPLIES TO BUSING	ESS INCOME				
Press, No.  DEDU \$250  FORM	CTIBLI E S / ENI (1185)	HOLDERS  E EXCEPTIONS  DORSEMENT  To All (	Mortgage Holder S: I'S APPLIC Coverages 1185), Ci	Name and Mailing A	ddress	TOTAL PREMIUM FOR THIS COVERAGE PART To Specific Premise	PPLES TO BUSING	minity (Dogra)				
DEDU \$250 FORM	CTIBLI E S / ENI (1185)	HOLDERS  E EXCEPTIONS  DORSEMENT  To All C	Mortgage Holder S: I'S APPLIC Coverages 1185), Ci	Name and Mailing A	ddress	TOTAL PREMIUM FOR THIS COVERAGE PART To Specific Premise	\$ Incl	minity (Degra)				

COMPANY CONFIDENTIAL

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

☐ OCCURRENCE

CALIFORNIA, COLORADO, MONTANA, IDAHO

#### X CLAIMS MADE



1. POLICY NO. PSQ 004169	EF	FECTIVE DATE	07/30/89
2. NAMED INSURED COCA MINES, INC. ETAL		_ RENEWAL OF	PSQ 004169
3. LIMITS OF INSURANCE	··		
General Aggregate Limit (Other Than Products – Completed Operations)	\$	2,000,000.	
Products Completed Operations Aggregate Limit	\$	2,000,000.	
Personal & Advertising Injury Limit	\$	1,000,000.	
Each Occurrence Limit	\$	1,000,000.	
Fire Damage Limit	\$	50,000.	Any One Fire
Medical Expense Limit	\$	5,000.	Any One Person
RETROACTIVE DATE (CG OO 02 ONLY) – Coverage A of this insurance does which occurs before the Retroactive Date, if any, shown below.  Retroactive Date: 07/30/86 (Enter Date or "None" if no Retro			

CLASSIFICATION	CODE NO. PREMIU	JM BASIS RATE	PR/CO ADVAN	CE PREMIUM ALL OTHER
			2.400	ALAVADER
Mining NOC	98002			· I
California	P) 1,891	,000. 7.457 4.384	INCL.	INCL.
Colorado .	P) 360	,000. 3.638 4.318	INCL.	INCL.
Montana	P) 70	,000. 2.785 4.318	INCL.	INCL.
Idaho	p) 400	,000. 3.794 4.318	INCL.	INCL.
		•		
,	•			
		TOTAL	\$ INCL.	\$ TNCL_
4. FORMS/ENDORSEMEN CO041(0586), CC0172(0		21, CG0002(1185) , GC0001(0187),	FOR THIS	\$ INCL.



ILO243(0887), ILO204(0887)
THESE DECLARATIONS, WHEN COMBINED WITH THE COMMON POLICY DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

COMPANY CONFIDENTIAL

Hecla 104(e) 3151

COCA 000477 BUSINESS CONFIDENTIAL

### COCA MINES, INC.

### POLICY SYMBOL & NO. - PSQ 004169

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE ORGANIZATIONS OR PERSONS LISTED BELOW ARE ADDITIONAL INSUREDS AS RESPECTS SECTION II - GENERAL LIABILITY ONLY, BUT ONLY AS RESPECTS WORK PERFORMED FOR SUCH ORGANIZATIONS OR PERSONS BY THE NAMED INSURED:

W. Stanley Allen, Jr. & Ruth Brooks Allen, P.O. Box 807, LaQuinta, CA 92253

Clifford G. Burton, 9220 San Juan Place, LaMesa, CA 92041

Burton Brothers, Inc., c/o Clifford G. Burton, 9120 San Juan Place, LaMesa, CA 92041

Marino and Eva diMattio, P.O. Box 20, Lancaster, CA 93534

D. A. and Carol Heisler, 23721 South Fellows Road, Beavercreek, OR 97004

Robert E. and Maureen Iggulden, 23615 Maple Springs Drive, Diamond Bar, CA 91765

Arthur E. and Jean T. Masters, 6100 Bet Aire Way, Bakersfield, CA 93309

Middle Butte Mine, Inc., 345 Creekside Drive, Palo Alto, CA 94306

Gary Mills, Conservator, The Estate of Duncan Miller, c/o Jared E. Shafer, Public Administrator, 1700 Pinto Lane, Las Vegas, NV 89106

Ethel Stiely, Star Route I, Box 100, Rosamond, CA 93560

Richard and Dorothy L. Winn, 26682 Lope de Vega, Mission Viejo, CA 92691

Oscar Dean Wright, III, Edmund Dwight Wright and Deann Wright Meany, c/o Odetics, Inc., 1515 South Manchester Avenue, Anaheim, CA 92802-2907

Stephen Lee Wright, 507 Church Street, Taft, CA 93268

Alan Stanley Wright, 2920 East Avenue R-7, Palmdale, CA 93550

Meridian Minerals Co., 5613 DTC Parkway, Englewood, CO 80111

Plum Creek Timber Company, Inc., First Interstate Center, Suite 2300, 999 Third Avenue, Seattle, WA 98104

#### COCA MINES, INC.

#### POLICY SYMBOL & NO. - PSQ 004169

IT IS AGREED AND UNDERSTOOD THAT THE FOLLOWING IS MADE A PART OF THIS POLICY:

Joint Venture of Compass Mining, Inc., (Ventures Trident), 7596 West Jewell, #200, Lakewood, CO 80226 is Additional Insured as respects the operations of Cactus Gold Mines, Company.

Mase Westpac, Inc., 335 Madison Avenue, New York, NY 10017 is Additional Insured as respects Loan with Middle Buttes Partners, Ltd., and will receive (30) thirty days notice of cancellation unless such cancellation is for non payment of premium, then (10) ten days notice shall be provided.

In the event of any payment under this policy, the company agrees to waive its rights under the Subrogation Condition against any person or organization listed below. This waiver shall apply only to the extent required of the insured by a written contract executed before loss. This waiver shall not operate to benefit, either directly or indirectly, any other person or organization.

Mase Westpac, Inc., 335 Madison Avenue, New York, NY 10017

Burton Brothers, Inc., c/o Clifford G. Burton, 9120 San Juan Place, LaMesa, CA 92041



# EMPLOYERS LIABILITY (STOP-GAP) COVERAGE

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations. COUNTERSIGNED BY: If this endorsement is listed in the policy declarations, it is in effect from the time coverage under this policy commences. Otherwise, the effective date of this endorsement is as shown below at the same time or hour of the day as the policy became **AUTHORIZED REPRESENTATIVE** Insurance effective. COMPANY PRODUCER CODE ENDORSEMENT (MO., DAY, YR.) POLICY SYMBOL & NUMBER Addf Ret S PSQ 004169 Named insured (and address, zip code, when necessary for mailing) Producer (and address, zip code, for mailing). This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

#### **SCHEDULE**

Bodily In	jury by Accident	Bodily Injury By Disease				
Each Employee	Each Accident	Each Employee	· Aggregate Disease			
\$ N/A	\$100,000.	\$ 100,000.	\$ 500,000.			
2. States: NEVADA & MO 3. Premium: INCL.	·					
	Payroll	Rate (Per \$100)	Premium			
Minimum Premium: N/A	130,000.	INCL.	INCL.			
	emium includes the total remune	ration paid or payable by the insu	red for services of employees.			

#### . Insuring Agreements .

The insuring agreement under SECTION 1 of COVERAGE A is amended by adding the following:

1. Employers' Liability

This employers' liability insurance applies to "bodily injury by accident" or "bodily injury by disease," including death caused by such bodily injury, to your employees in the states listed in item 2 of the schedule.

With respect to the above,

- (a) Accident shall be deemed to include assault and battery unless committed by or at the direction of the insured.
- (b) Bodily injury by disease will occur within the policy period only if the employee's last date of exposure to the conditions causing or aggravating such bodily injury occurred during the policy period.

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#### **EXCLUSIONS**

#### This insurance does not cover:

- Any obligation imposed by a worker's compensation, occupational disease, disability benefits or unemployment compensation law of any state listed in item 2 of the schedule or any similar law.
- Bodily injury to a master or crew member of any vessel or by an insured's employee that are subject to the United States Longshoremen's and Harbor Worker's Compensation Act, U.S. Code (1946) title 33, Section 901-49 or the Federal Employers Liability Act, U.S. Code (1946) title 45, Section 51-60, including any amendment, revision or additions thereto.
- III Bodily injury by accident or disease, including death, arising out of Aircraft Operation or the performance of any duty in connection with an aircraft while in flight.
- IV Any premium, assessment, fine or other obligation imposed by any Workers' Compensation law.
- V To any damages for Bodily Injury by accident or disease including death resulting therefrom with respect to which the insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment or any other failure to comply with the Workers' Compensation Law of any state.
- VI Damages including punitive or exemplary damages because of bodily injury to an employee employed in violation of law or any employee under the age of 14 years regardless of any such law.
- VII Bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or sult is brought against the insured for damages because of such injury or death resulting therefrom.
- VIII Bodily injury by accident or disease, including death suffered or caused by any employee whose payroll remuneration was not included in the premium computation of this endorsement.

#### Limits of Insurance

Our liability to pay for damages is limited to the limits stated in item 1 of the schedule. They apply as explained below:

- A. Bodily Injury by Accident. The limit shown for "bodily injury by accident each employee" is the most we will pay for all damages covered by this insurance sustained by one employee in any one accident. The limit shown for "bodily injury by accident each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
- B. Bodily Injury by Disease. The limit shown for "bodily injury by disease each employee" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to any one employee. The limit shown for "bodily injury by disease aggregate disease" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease.
- C. Damages covered by this insurance include care and loss of services.
- D. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### **Definitions**

- (1) Bodily Injury by Accident. The contraction of a disease is not bodily injury by accident unless it results directly from a bodily injury by accident.
- (2) Bodily Injury by Disease. This includes all disease that does not result directly from bodily injury by accident



# SECTION I - COVERED AUTOS

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOL

SYMBOL	DESCRIPTION	•
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and the possible recognition or	The same specific to save a superior constraint to the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the	
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<b>الغ</b> ر.	
Royal	

POLICY NO. PSQ 0041	69	EFFECTIVE	DATE 07/30/89
VAMED INSUREDCO	CA MINES, INC. ET	'AL RENEWA	L OF PSO 004169
FORM OF BUSINESS:	Corporation	Partnership	
TEM TWO – SCHEDULE	OF COVERAGES AN	D COVERED AUTOS	
apply only to those autos s	hown as covered "autos."	charge is shown in the premium column below. Eac ""Autos" are shown as covered "autos" for particular TO SECTION of the BUSINESS AUTO COVERAGE	coverage by the entry
COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS SECTION of the BUS. AUTO COV. FORM shows which autos are covered autos.)	Limit The most we will pay for any one Accident or loss	PREMIUM
LIABILITY	1	\$ 1,000,000.	INCL.
PERSONAL INJURY PROTECTION (Or Equivalent No-Fault Covarage)	5	SEPARATELY STATED IN EACH PLP, ENDORSEMENT MINUS  Nil DED.	INCL
ADDED PERSONAL INJURY PROTECTION (Or Equivalent Added No-Fault Coverage)		SEPARATELY STATED IN EACH ADDRD PLP ENDORSEMENT	
PROPERTY PROTECTION INSURANCE (Michigan Only)		SEPARATELY STATED IN THE P.P.L. ENDORSEMENT MINUS \$ DED. FOR EACH ACCIDENT	
auto medical payments			
Uninsured motorists	2	\$ 50,000.	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		\$	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$ 250 . DED. FOR EACH COVERED AUTO BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHT- NING. (See FIEM FOUR for hired or borrowed "autos.")	INCL.
Physical Damage Specified Causes of Loss Coverage		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$25 DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. (See ITEM FOUR for hired or borrowed "autos.")	
PHYSICAL DAMAGE COLLISION COVERAGE	7,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$ 500. DED. FOR EACH COVERED AUTO.  (See ITEM FOUR for hired or borrowed "autos.")	INCL.
PHYSICAL DAMAGE TOWING AND LABOR (Not available in California)		\$ FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.	180.00
	<u> </u>	PREMIUM FOR ENDORSEMENTS	
		ESTIMATED TOTAL PREMIUM	INCL
REFER TO REVERSE SIDE UNDER "COVERED AUTOS"		IPTION OF COVERED AUTO DESIGNATION SYMBOL	
		ORM: IL 0021 1185 — Broad Form Nuclear Exclusion (Not A) 1189), CA2203 (0187), IL0228 (1087), CA	oplicable in New York) 2171(0188),
THESE DECLARATIONS, W	HEN COMBINED WITH	THE COMMON POLICY DECLARATIONS, THE COMMISSUED TO FORM A PART THEREOF, COMPLETE THE C	ON POLICY CONDITION



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COMPANY CONFIDENTIAL



POLICY NO. PSQ 004169

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COV-	-								1	PURCE	LASED			
UTO NO.	,		ODY TY	PB, SERI	TRADE NAM AL NUMBE TION NUMI	R(S),	(N)		ORIGIN COST N		ACTUAI NEW(N)	1	Town & State Where Covered auto will be Principally Garaged	
1 2 8 4		SEE SCE	EDUL	E ATTA	CHED		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•						•
5	<b> </b>	<del></del>		CT AGG	IFICATIO	NT	····						·	<del></del>
COV- RED UTO NO.	OPER-	BUSINESS S=SERVICI R=RETAIL C=COMME	3	SIZE G OR V	vw, gcw ehicle ating acity	AGE GRP.		ARY FACTOR PHYS. DAMAG	<b></b> 1	CODE	DA AND	Mage Los The Loss NTEREST	owing, all is is payabli payee nam is may appea of the los	e to you ed below \r at the
1 2 3 4 5		SEE SCI	·											•
COV- RED UTO NO.	deduc	LIARI	n the c			TWO c L INJ IATED D. MIN	URY PRO	plies ins	on Al Limit ADE	DDED :	P.L.P. IN EACH P. END.	PROPER LIMIT S P.P.I. EN	~ ~~~	MICH. ONL
1 2 3		SEE SCI	EDUL	E ATT	CHED					_				
5	1	riking panggaran												
			<u> </u>				22,020	·						
OTAL REM COV-	COVI	RAGES – I tible entry i	PREMIC n the c	UMS, LII orrespon	MITS AND ling ITEM	DEDI TWO	UCTIBLE column ap	S (Abserplies ins	nce of a destead.)	eductibl	e or limit	entry be	low means t	hat the limit
OTAL REM COV-	covi	tible entry i	PREMIU in the c	orrespon	MITS AND	DED TWO	olumn ap	plies ins	nce of a destead.)		<del></del>		low means to	
OVAL REM COV- RED UTO	covi	tible entry i	n the c	orrespon	ling ITEM	DEDI TWO	olumn ap	plies ins	stead.)	rs	<del></del>		SURED MO	<u> </u>
OTAL REM	covi	tible entry i	n the c	PREM	ling ITEM	DEDI TWO	olumn ap UNINSI	plies ins	stead.)	rs	<del></del>	NDERIN	SURED MO	TORISTS



THESE DECLARATIONS, WHEN COMBINED WITH THE COMMON POLICY DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

# **SECTION I - COVERED AUTOS**

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOL

SYMBOL	DESCRIPTION	
10 =		· .



POLICY NO. PSQ 004169

DHIVEICAL DAMAGE COVERAGE

cov-	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
ERED	COMPREH	ensive	SPECIFIED CAUSES OF LOSS	COLLIS	SION	TOWING	& LABOR	
NO.	LIMIT STATED IN ITEM TWO MINUS DED. SHOWN BELOW	PREMIUM	Limit stated in Item two Premium	Limit Stated in Item two minus DED. Shown Below	PREMIUM	Limit Per Disablement	PREMIUM	
1 2 3 4 5	SEE SCHEDU	LE ATTACHE	5 <b>D</b>					
TOTAL PREM.								

ITEM FOUR — SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY CO	VERAGE – RATING BASIS, CO	OST OF HIRE		
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liab. Cov. is Primary)	PREMIUM
CA, CO, ID, MT, NV	IF ANY			INCL.
			TOTAL PREMIUM	INCL.

COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF "AUTOS" YOU DON'T OWN (Not including "autos" you borrow or rent from your partner or employees or their family members.) COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	RATE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR  \$ 25,000. WHICHEVER IS LESS MINUS  \$ 250. DED, FOR EACH COVERED AUTO, BUT NO DED, APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.		INCL.
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE, COST OF REPAIRS OR  \$ WHICHEVER IS LESS MINUS \$25  DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	actual cash value, cost of repairs or  \$ 25,000. Whichever is less minus  \$ 500. DED. FOR EACH COVERED AUTO.		INCL.
	·	TOTAL PREMIUM	INCL.

PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless indicated below by "\overline{\text{Z}}."

☐ If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

THESE DECLARATIONS, WHEN COMBINED WITH THE COMMON POLICY DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.



# **SECTION I - COVERED AUTOS**

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOL

EYMBOL	DESCRIPTION	
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POLICY NO. PSQ 004169

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OTHER THAN A	Convector		R OF EMPLOYEES	WORD .			+-		
					IF ANY	ANY	1.8.	INCL.	
SOCIAL SERVICE AGEN	WC Y		R OF VOLUNTEERS			<del></del>	*		
SOCIAL SERVICE AGEN	4CA		ER OF EMPLOYEES				\$		
		NUMBE	r of volunteers	<del></del>			\$		
				TOTAL PREMIUM			\$ INCL.		
ITEM SIX — SCHE LEASING — RE				OR MILEAGE BASIS	– LIABI	LITY COVERA	GE	- PUBLIC AUTO O	
ESTIMATED YEARLY		RA	TES	PREMIUMS					
GROSS RECEIPTS	☐ PER	er \$100 of Ross receipts							
☐ MILEAGE		LIABILITY AUTO MEDICAL COVERAGE PAYMENTS		LIABILITY COVERAGE		AUTO	AUTO MEDICAL PAYMENTS		
				NOT COVERED					
	٠.								
			·						
	TO	YIAL PI	REMIUMS	NOT COVERED	<del></del>				
	3/73		DOCMIIMO		<del></del>				

#### WHEN USED AS A PREMIUM BASIS:

#### FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other major carriers operating under their own ICC or PUC permits.
- B. Advertising revenue.
- C. Taxes which you collect as a separate item and remit directly to a Governmental Division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

#### FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a Governmental Division.

Mileage means the total of all live and dead mileage developed by all "autos" you leased or rented to others during the policy period.

THESE DECLARATIONS, WHEN COMBINED WITH THE COMMON POLICY DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.



**COMPANY CONFIDENTIAL** 

# SECTION I - COVERED AUTOS

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOL

SYMBOL	DESCRIPTION	
10 =		
		~



COMPANY CONFIDENTIAL

# COCA MINES, INC. Policy #PSQ004169 Effective July 30, 1989

# SCHEDULE OF VEHICLES

			Deduc	tible
	Description	ID No.	Comp- rehensive	Collision
Rosar	mond, CA			
#1	1979 Dodge Royal Maxi Van	8170	NI	NI
#2	1983 Ford 3/4 T 4x4 P.U.	8172	\$ 250	\$ 1.500
#3	1984 Ford Bronco	4276	250	500
#4	1986 Ford F150 4x4 P.U.	2724	250	500
#5	1986 Ford Bronco	9069	250	500
#6	1979 Ford 4x4 P.U.	0551	NI	NI
#7	1953 Dodge Welding Truck	3158	NI	N
#8	1986 Ford Ranger P.U.	9307	250	500
#9	1987 Ford Ranger P.U.	7136	250	500
#10	1972 Toyota P.U.	3799	NI	NI
#11	1986 Ford F150 P.U.	2723	250	500
#12	1986 Chevy S-10 4x4	0536	250	500
#13	1979 Chevy P.U.	4796	-NI	NI
#14	1986 Ford Ranger	9020	250	500
#15	1986 Ford P.U.	0703	250	500
#16	1985 Ford 4x4	9997	250	500
#17	1984 Datsun P.U.	1712	250	500
#18	1985 Ford P.U.	9997	250	500
#19	1978 Chevy P.U.	8932	NI	NI .
#20	1975 Ford P.U.	3802	NI	NI
#21	1988 Chevy P.U.	8932	250	500
<b>#22</b>	1984 Chevy P.U.	0536	NI	NI
#23	1973 Ford Flatbed	0137	NI	NI
#24	1988 Ford P.U.	1484	250	500
#25	1975 International P.U.	5819	NI	NI
#26	1964 Ford P.U.	4889	NI	N
#27	1987 F150 P.U.	4504	250	500
#28	1981 Chevy C30 P.U.	0728	NI	NI NI
#29	1983 Ramcharger	4336	250	500
#30	1988 Dodge P.U.	TBD	250	500
#31	1984 Ford P.U.	6728	250	500
#32	Layton Travel Trailer	TBD	NI	NI
#33	1989 Landa Pressure	TBD	N	N
	Washer Trailer	· · · · · · · · · · · · · · · · · · ·	. 41	1.41
#34	1986 Ford F150 P.U.	6759	250	500
#35	1987 Ford F250 P.U.	6546	250 250	500 500
#36	1988 Ford F150 P.U.	2516	250 250	500 500
			, 230	500

NI = No Insurance

# COCA MINES, INC.

Policy #PSQ004169 Effective July 30, 1989

# **SCHEDULE OF VEHICLES**

•			Deduc	tible
	Description	ID No.	Comp- rehensive	Collision
Stanle	ey, ID			
#37 #38 #39 #40	1987 Ford Bronco 1988 Ford F150 P.U. 1988 Ford Bronco 1988 Ford F250 P.U.	0462 9738 0060 9759	\$ 250 250 250 250 250	\$ 500 500 500 500
Ketch	ium, ID			
#41	1988 Ford Bronco	3691	\$ 250	\$ 500
Denve	er, CO			
#42 #43 #44 #45 #46	1965 Chevy P.U. 1979 Ford P.U. 1985 Audi 4000S 1983 Jeep Wagoneer 1981 Olds Cutlass	4356 3261 3453 2366 1262A	NI NI \$ 250 250 NI	NI NI \$ 500 500 NI
Creed	le, CO			
<b>#47</b>	1985 Ford P.U.	3335	\$ 250	\$ 500
Polso	n, MT	•		·
#48 #49	1977 Chevy 3/4 T. P.U. 1982 Chevy Suburban 4x4	6578 3829	NI NI	NI
Hawti	norne, NV			
#50 #51	1975 Ford F100 P.U. 1984 Ford F250 P.U.	0314 3007	NI \$ 250	NI \$ 500

NI = No Insurance

# **COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

#### A. CANCELLATION

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **B. CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

# C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### **D. INSPECTIONS AND SURVEYS**

We have the right but are not obligated to:

- 1. Make inspections and surveys at any time:
- 2. Give you reports on the conditions we find; and
- 3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- 1. Are safe or healthful; or
- Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### E. PREMIUMS

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

#### F. TRANSFER OF YOUR RIGHTS AND DU-TIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.





### COMMERCIAL PROPERTY INSURANCE SUMMARY OF SIGNIFICANT BROADENED AND RESTRICTIVE FEATURES OF SIMPLIFIED COMMERCIAL FIRE, ALLIED LINES AND GLASS FORMS

We are renewing your Commercial Fire, Aliled Lines and/or Glass Insurance with a new policy in simplified language. The new policy will result in some coverage broadenings and reductions in certain areas.

Following is a summary of the broadenings and reductions in the various Commercial Fire, Allied Lines and Glass coverages subject to the simplification program. This summary applies to your policy to the extent that your new policy affords the coverage(s) discussed herein.

NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS SHALL PREVAIL.

#### **BROADENED FEATURES**

#### Conditions

- The cancellation Condition of the Common Policy Conditions broadens coverage in most states by establishing that the company will give:
  - . 10 days' advance notice of the cancellation in the event of nonpayment of premium, and
  - 30 days' notice in all other cases.

These provisions are reduced, however, in the Cancalitation Changes Form for several specified conditions.

- In the Legal Action Against Us Commercial Property Condition (formerly Suit condition), the time period within which a suit may be brought is extended from 12 to 24 months.
- In the Policy Period, Coverage Territory Commercial Property Condition, the coverage territory is expanded to include Puerto Rico (not included in the General Property Form) and Canada (for incidental exposures only).

**Property Damage Coverages** 

- Outdoor findures and incidental personal property which services the premises are included in the Building coverage.
- The Duration of the Preservation of Property Additional Coverage (previously the peril or Removal) is increased from five to ten days.
- Fire Department Service Charge Additional Coverage is introduced subject to a \$1,000 limit.
- The Newly Acquired or Constructed Property Coverage Extension limit for personal property is increased from \$10,000 to \$100,000.
- With respect to the Personal Effects and Property of Other Extension (currently referred to as Personal Property of Others or Non-Owned Personal Property):
  - Business Personal Property coverage is no longer limited to "property similar to that covered by this policy".
  - Business Personal Property coverage is no longer limited to 2% of the personal property amount and the \$2,000 limit is increased to \$2,500.
  - Coverage for personal effect is increased from \$100 per person/\$500 per occurrence to the same \$2,500 cumulative per occurrence limit applicable to business personal property of others, and coverage is no longer voided by specific insurance.
- The Valuable papers and Records Coverage Extension limit is increased from \$500 to \$1,000.
- The Property Off-Premises extension coverage of 2% is lifted. The restriction that building property
  must be undergoing cleaning, repair, restoration or construction is waived. Coverage for personal
  property off-premises under this extension is liberalized to include loss by theft if "all risk" coverage
  applies.

- The Outdoor Property Coverage Extension revises the previous Trees, Shrubs and Plants extension to include coverage for outdoor radio and television antennas, fences and detached signs. Additionally, the 5% limitation found in some forms is withdrawn.
- The \$1000 limit on the Replacement Cost coverage in the current Special Building Form is increased to \$2,500 and this coverage now
  applies to named perils.
- Up to \$1,000 full coverage on outdoor signs attached to buildings is introduced.
- An additional limit of \$5,000 is provided under Debris Removal if the amount of loss and the cost to remove the debris exhausts the limit.
- The percentage increase applicable to the inflation Guard Optional Coverage (formerly Automatic Increase in Insurance Endorsement) is revised to apply on a prorated instead of quarterly basis.
- Under the Replacement Cost Coverage Option, the Coinsurance Clause is revised to apply on an Actual Cash Value basis if you elect to apply actual cash value to loss adjustment instead of replacement cost.
- . The "per item" application of the current deductible and the \$1,000 per occurrence aggregate are withdrawn.
- In the Loss Payment condition, the time period for payment of loss is reduced from 60 to 30 days.
- · Time limits are withdrawn in the Appraisal condition.
- Under the Glass Coverage Form;
  - Glass coverage is broadened to include debris removal expenses and a Newly Aquired Glass extension of coverage
  - Dollars limits on additional coverages are withdrawn.
- In the simplified Builders' Risk Coverage Form, the Building Materials and Supplies of Other Coverage Extension limit is increased from \$2,000 to \$2,500 and the current 2% limitation is withdrawn.

#### **Business Income Coverage**

- Extra Expense coverage without special monthly limitations is included in the Business Income Limit of insurance, (Please note: This
  feature does not apply if your policy includes a Business Income Coverage Form without Extra Expense.)
- The Civil Authority Additional Coverage applies whether or not loss occurs at an "adjacent" building.
- 30 days' Extended Business Income (Extended Period of Indemnity) coverage is included as an automatic feature of coverage.
- A Newly Acquired Locations Coverage Extension is introduced.
- . The Electronic Media and Records coverage is increased from 30 to 60 days.

#### Leasehold interest Coverage

- Coverage is no longer conditional upon cancellation of the lease through application of a Fire Clause.
- . Coverage is activated by any reason outside of your control if the direct physical damage is brought on by a covered clause of loss.
- The Building Ordinance exclusion is no longer applicable.

#### **Causes of Loss Forms**

- Accidents involving an atomic weapon in peacetime may be covered so long as nuclear reaction (or any other exclusion) does not occur.
- The exclusion of loss by vehicles owned or operated by tenants is withdrawn under the Aircraft or Vehicles peril.
- Current exclusions of loss or damage due to changes in temperature or humidity and interruption of operations are withdrawn under the Riot or Civil Commotion peril.
- Exclusions of sonic boom and water hammer are withdrawn under the Explosion peril.
- With respect to Vandalism, the exclusion of loss by depreciation is withdrawn and the grace period for vacancy is extended to 60 days.

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- . The grace period for vacany is also extended to 60 days for sprinkler leakage, glass breakage, water damage and theft.
- The alterations and repairs exclusion is withdrawn under the Sprinkler Leakage peril.
- New perils of Sinkhole Collapse and Volcanic Action are introduced.
- Limits for payment are increased from \$50 to \$100 for each plate and pane and from \$250 to \$500 for any one occurrence under the Breakage of Glass peril.
- Under the Causes of Loss Special Form, coverage for resulting perils in several exclusions is broadened to include coverage at least as broad as the Causes of Loss - Broad Form.

#### Other Forms Changes

- Simplified Building Ordinance Coverage provides a single limit of insurance for all loss or damage. Coverage arising from enforcement
  of zoning or land use laws is included.
- Under the Business Income from Dependent Properties Forms (formerly Contingent Business Interruption Insurance):
  - · An automatic extension of coverage for miscellaneous locations is introduced;
  - · Period of Indemnity extensions are introduced; and
  - Extra expense coverage is included in the Limit of Insurance.
- Business Interruption Premium Adjustment coverage provides that election of the 125% coinsurance clause permits coverage to extend beyond 12 months.
- . The penalty for underreporting in the Business Income Agreed Value Coverage Option is withdrawn.

#### **PRINCIPAL RESTRICTIVE FEATURES**

#### **Property Damage Coverage**

- The basic policy deductible is increased from \$100 to \$250 with an option to buy back the \$100 deductible. The deductible applies only
  after any Coinsurance penalty is taken, which formerly only applied to optional "large" deductibles.
- Several types of property, now excluded with respect to certain perils are excluded entirely with provision for a buy-back to full coverage.
- A doilar limitation (\$250,000) on buildings for the Newly Acquired or Constructed Property Coverage Extension is introduced.
- The Extra Expense and Damage to Buildings from Theft, Burglary and Robbery extensions of coverage are withdrawn.
- Coverage for Builders' Machinery and Equipment as a separate Item in Builders' Risk coverage is not provided.
- The 10% penalty in the Value Reporting Form for failure to submit initial reports of value is increased to 25%.

#### Causes of Loss Forms

- The following exclusions are made general exclusions because they apply to more than one cause of loss;
  - · Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you or operated under your control;
  - Electric arcing;
  - Rupture or bursting of rotating or moving machine parts caused by centrifugal force or mechanical breakdown;
  - Rupture of water pipes.
- Under the Causes of Loss Special Form:
  - An exclusion is added to exclude losses caused by environmental contamination.

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An exclusion for loss to property that has been transferred to a person or to a place outside the described premises on the basis
of unauthorized instructions is introduced.

#### **Business Income**

The Dutles in event of Loss Condition is revised to require you to do what you can to resume business operations.

#### OTHER RESTRICTIVE FEATURES

- In the Examination of Your Books and Records Common Policy Condition (previously the Verification of Values condition), the extension
  of the permitted period for our examination is extended from one year to three years.
- In the Causes of Loss Basic and Special Forms, the exclusion of loss due to freezing no longer applies only if the premises are vacant or unoccupied.
- A mudslide and mudflow exclusion is added to the Water Exclusion under the Causes of loss Basic, Broad and Special Forms.
- An exclusion of ice is added to the Rain, Snow or Steet exclusion of the Causes of Loss Special Form.
- In the Special Causes of Loss Form, loss by vapor or gas from agricultural smudging or industrial operations now applies to personal property. Also, loss by resultant named perils is no longer covered.
  - Also in the Special Form, the exclusion of loss by settling, cracking, shrinking or expansion now applies to all property previously it applied only to certain structural items such as foundations, walls and ceilings.
- The Theft Exclusion Endorsement excludes all loss by theft regardless of whether or not the property involved is attached to and made a part of the building.
- Under the Causes of Loss Earthquake Form, an exclusion is added with respect to any earthquake or volcanic eruption that begins
  prior to the inception of the policy period. This counterbalances the extension in the description of the Covered Causes of Loss that
  covers losses that may occur after the policy period.
- . Unless an additional premium is paid, Glass coverage is suspended in buildings that have been vacant more than 60 days.
- If you obtain consequential loss coverage for failure of off-premises services, no Business Income or Extra Expense incurred in the first
   12 hours will be covered, regardless of the cause.

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# **COMMERCIAL PROPERTY CONDITIONS**

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

# A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you relating to it. It is also void if you intentionally conceal or misrepresent a material fact concerning:

- 1. This Coverage Part;
- 2. The Covered Property; or
- 3. Your interest in the Covered Property.

#### **B. CONTROL OF PROPERTY**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

If you violate a condition of this Coverage Part, we will not pay for loss or damage at the involved location. But your coverage will continue for other locations at which the violation does not apply.

#### C. INSURANCE UNDER TWO OR MORE COVER-AGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

#### D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

- There has been full compliance with all of the terms of this Coverage Part; and
- The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

#### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

#### G. OTHER INSURANCE

 You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

#### H. POLICY PERIOD. COVERAGE TERRITORY

**Under this Coverage Part:** 

- 1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
- 2. The coverage territory is:
  - a. The United States of America:
  - b. Puerto Rico; and
  - c. Canada.

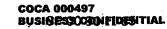
# I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- 1. Prior to a loss to your Covered Property or Covered Income.
- 2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.





Beginning on Page

#### QUICK REFERENCE.

# COMMERCIAL PROPERTY COVERAGE PART READ YOUR POLICY CAREFULLY

DECL	404	710	NO	
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Named Insured & Mailir	ng Address			
Policy Period				
<b>Business Description</b>				
<b>Description of Premises</b>	8	•		
Coverages Provided, Lin	mits of Insur	ance, Covered	Causes of Loss	and Coinsurance
Optional Coverages				
Mortgage Holders	-		*	
Deductible				
Forms Applicable		•	*	•

BUILDING	AND PER	SONAL PI	ROPERTY	COVERA	GE FORN

Á.	Coverage	•						٠.
B.	Exclusions	-			;			. ;
C.	Limit of Insurance		•	•	•			4
D.	Deductible							
E.	Loss Conditions							
F.	Additional Conditions							(
G.	Optional Coverages							
H.	Definitions					•	•	- 1

#### **BUSINESS INCOME COVERAGE FORM**

A.	Coverage	_				1
B.	Exclusions	•	•	•		2
C.	Limits of Insurance					2
	Loss Conditions					. 2
E.	Additional Conditions				ē	4
F.	Optional Coverages	•				5
	Definitions					6
	G OF 1 OCC FORM.	·				

#### CAUSES OF LOSS FORM

A.	Covered Causes of Loss			
	Exclusions	·		•

#### **COMMERCIAL PROPERTY CONDITIONS**

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B. Control of Propert
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- C. Insurance Under Two or More Coverages
- D. Legal Action Against Us
- E. Liberalization
- F. No Benefit to Bailee
- G. Other insurance
- H. Policy Period, Coverage Territory
- I. Transfer of Rights of Recovery Against Others to Us

#### **COMMON POLICY CONDITIONS**

- A. Cancellation
- B. Changes
- C. Examination of Your Books and Records
- D. Inspections and Surveys.
- E. Premiums
- F. Transfer of Your Rights and Duties Under this Policy

**ENDORSEMENTS (If Any)** 

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# BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION H—DEFINITION.

#### A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the following types of property for which a Limit of Insurance is shown in the Declarations:

- a. Building, meaning the building or structure described in the Declarations, including:
  - (1) Completed additions;
  - (2) Permanently installed fixtures, machinery and equipment;
  - (3) Outdoor fixtures:
  - (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
    - (a) Fire extinguishing equipment;
    - (b) Outdoor furniture:
    - (c) Floor coverings; and
    - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
  - (5) If not covered by other insurance:
    - (a) Additions under construction, alterations and repairs to the building or structure;
    - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

- b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property—Separation of Coverage form:
  - (1) Furniture and fixtures;
  - (2) Machinery and equipment;
  - (3) "Stock";
  - (4) All other personal property owned by you and used in your business;
  - (5) Labor, materials or services furnished or arranged by you on personal property of others; and
  - (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
    - (a) Made a part of the building or structure you occupy but do not own: and
    - (b) You acquired or made at your expense but cannot legally remove.

#### c. Personal Property of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

#### 2. Property Not Covered

Covered Property does not include:

- Accounts, bills, currency, deeds, evidences of debt, money, notes or securities;
- Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks; patios or other paved surfaces:
- e: Contraband, or property in the course of Illegal transportation of trade:
- 1. The cost of excavations, grading, backfilling
- g Foundations of buildings structures, machinery or boilers if their foundations are below;
  - (1) The lowest basement floor; or
  - (2) The surface of the ground. If there is
- Land (including land on which the property is located), growing crops or lawns;
- I. Personal property While airborne or waterborne
- J. Pilings, piers, Wharves or docks
- Property that is covered under another scoverage form of this or any other policy in which it is more specifically described exception the excess of the amount due (whether you can collect on it or not) from that other insurance;
  - 1. Retaining walls that are not part of the building described in the Declarations.
  - m. Underground pipes, flues or drains
  - The cost to research replace or restore the information on valuable papers and records; including those which exist on electronic or magnetic media, except as a provided in the Coverage Extensions.
  - Vehicles or self-propelled machines selfinduding aircraft or watercraft) that
    - (1) Are licensed for use on public roads:
    - (2) Are operated principally away from the described premises; or
    - (8) You do not manufacture, process, warehouse or hold for sale. But this paragraph does not apply to rowboats or canoes out of the water at the described premises:
  - p. The following property while outside of buildings:
    - (1) Grain, hay, straw or other crops;

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(2) Fences, radio or television antennas, including their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the Coverage Extensions.

#### 3. Covered Causes Of Loss

See applicable Causes of Loss Form as shown in the Declarations

#### 4. Additional Coverages

#### a. Debris Removal

We will pay your expense to remove debrist of Covered Property caused by or resulting from a Covered Cause of Loss.

#### b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and

#### c. Fire Department Service Charge

When the fire department is called to save or protect. Covered Property from a Covered Cause of 1 oss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance

No Deductible applies to this Additional Coverage.

#### Coverage Extensions

If a Coinsurance percentage of 80% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

- a. Newly Acquired or Constructed Prop-
  - (1) You may extend the insurance that applies to Building to apply to
    - (a) Your new buildings while being built on the described premises; and
    - (b) Buildings you acquire at locations, other than the described premises, intended for
      - (i) Similar use as the building described in the Declarations; or

The most we will pay for loss or damage under this Extension is 25% of the Limit of Insurance for Building shown in the Declarations, but not more than \$250,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is 10% of the Limit of Insurance for Your Business Personal Property shown in the Declarations, but not more than \$100,000 at each building.

- (3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:
  - (a) This policy expires. .
  - (b) 30 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

b: Personal Effects and Property of Others.

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is: \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers and Records—Cost of Research.

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You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. The most we will pay under this Extension is \$1,000 at each described premises.

#### d. Property Off-Premises

Yu may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than "stock", that is temporarily at a location you do not own, lease or operate: This Extension applies only if loss or damage is caused by a Covered Cause of Loss. This Extension does not apply to Covered Property:

- (1) In or on a vehicle:
- (2) In the care, custody or control of your salespersons; or
- (3) At any fair or exhibition.

The most we will pay for loss or damage under this Extension is \$5,000

# e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas, signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss in they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning ... ... ... ... ... ... ... ... ...
- (3) Explosion of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the
- (4) Riot or Civil Commotion, or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000; but not more than \$250 for any one tree, shrub or plants as A or NA P S A Property.

Each of these Extensions is additional insurance. The Additional Condition, Coinsurance, does not apply to these Extensions

# B. EXCLUSIONS

See applicable Causes of Loss Form as shown in the Declarations.

#### C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge Additional Coverage are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- 1. Preservation of Property; or
- 2. Debris Removal, but if the sum of loss or damage and debris removal expense exceeds the Limit of Insurance, we will pay up to an additional \$5,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

### D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

# E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

#### 1. Abandonment

There can be no abandonment of any property to us.

### 2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fall to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser: and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 3. Duties In The Event Of Loss Or Damage

You must see that the following are done in the event of loss or damage to Covered Property:

- a. Notify the police if a law may have been broken.
- Give us prompt notice of the loss or damage. Include a description of the property involved.
- c. As soon as possible, give us a description of how, when and where the loss or damage occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses, for consideration in the settlement of the claim.
- e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- f. Permit us to inspect the property and records proving the loss or damage.
- g. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
- h. Send us a signed, sworn statement of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- Cooperate with us in the investigation or settlement of the claim.

#### 4. Loss Payment

5.00

- a. In the event of loss or damage covered by this Coverage Form, we will either:
  - (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property, plus any reduction in value of repaired items:
  - (3) Take all or any part of the property at an agreed or appraised value; or
  - (4) Repair, rebuild or replace the property with other property of like kind and quality.
- We will not pay you more than your financial interest in the Covered Property.

- c. We will give notice of our intentions within 30 days after we receive the sworn statement of loss.
- d. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- f. We will pay for covered loss or damage within 30 days after we receive the sworn statement of loss, if:
  - (1) You have complied with all of the terms of this Coverage Part; and
  - (2) (a) We have reached agreement with you on the amount of loss; or
    - (b) An appraisal award has been made.

#### 5. Recovered Property

If either you or we recover any property after loss settlement; that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance:

#### 6. Vacancy

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage, we will:

- a. Not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
  - (1) Vandalism;
  - (2) Sprinkler leakage, unless you have protected the system against freezing;
  - (3) Building glass breakage;
  - (4) Water damage;
  - (5) Theft; or ....
  - (6) Attempted theft.
- Reduce the amount we would otherwise pay for the loss or damage by 15%.

Buildings under construction are not considered vacants

#### 7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- At actual cash value as of the time of loss or damage, except as provided in b., c., d., e. and f. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

This provision does not apply to the following even when attached to the building:

- (1) Awnings or floor coverings:
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering, or
- (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety glazing material if required by law.
- e. Tenant's Improvements and Betterments at:
  - (1) Actual cash value of the lost or damaged property if you make repairs promptly
  - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
  - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the leaser and
    - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

- f. Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:
  - (1) Blank materials for reproducing the records; and
  - (2) Labor to transcribe or copy the records when there is a duplicate.

#### F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

#### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in step (1);
- (3) Multiply the total amount of the covered loss, before the application of any deductible, by the figure determined in step (2); and
- (4) Subtract the deductible from the figure determined in step (3).

The amount determined in step (4) is the most we will pay. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example No. 1 (Underinsurance):

When: The value of the property is \$250,000

The Coinsurance percentage for it is 80%

The Limit of Insurance for it is \$100,000

The Deductible is \$250

The amount of loss is \$40,000

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Step (1): \$250,000 X 80% = \$200,000 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $$100,000 \div $200,000 = .50$ 

Step (3):  $$40,000 \times .50 = $20,000$ 

Step (4): \$20,000 - \$250 = \$19,750

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example No. 2 (Adequate Insurance):

When: The value of the property is \$250,000

The Coinsurance percentage for it is 80%

The Limit of Insurance for it is \$200,000

The Deductible is \$250

The amount of loss is \$40,000

Step (1): \$250,000 X 80% = \$200,000 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $$200,000 \div $200,000 = 1.00$ 

Step (3): \$ 40,000 X 1.00 =\$40,000

Step (4): \$40,000 - \$250 = \$39,750

We will cover the \$39,750 loss in excess of the Deductible. No penalty applies.

b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example No. 3:

When: The value of the property is:
Bidg, at Location
No. 1 \$ 75,000
Bidg, at Location
No. 2 100,000
Personal Property at Location
No. 2 75,000

\$250,000
The Coinsurance percentage for it is 90%
The Limit of Insurance for Buildings and Personal Property at

Location Nos. 1 and 2 is \$180,000

The Deductible is \$1,000 The amount of loss is

Bldg. at Location No. 2 \$30,000

Personal Property at Location No. 2

20,000 \$50,000 Step (1): \$250,000 X 90% = \$225,000 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $$180,000 \div $225,000 = .80$ 

Step (3):  $$50,000 \times .80 = $40,000.$ 

Step (4): \$40,000 - \$1,000 = \$39,000.

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

#### 2. Mortgage Holders

- a. The term "mortgage holder" includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

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At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
  - 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we do not renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

#### **G. OPTIONAL COVERAGES**

If shown in the Declarations, the following Optional Coverages apply separately to each item.

#### 1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

#### 2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The most recent Limit of Insurance exclusive of this optional coverage, multiplied by
  - (2) The percentage of annual increase shown in the Declarations applied pro rata during each year.

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#### 3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Property of others;
  - (2) Contents of a residence;
  - (3) Manuscripts;
  - (4) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
  - (5) "Stock", unless the Including "Stock" option is shown in the Declarations:
- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of:
  - (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace, on the same premises; the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount you actually spend that is necessary to repair or replace the lost or damaged property:

#### H. DEFINITIONS

"Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

# **CAUSES OF LOSS—SPECIAL FORM**

Words and phrases that appear in quotation marks have special meaning. Refer to Section F.—Definitions.

#### A. COVERED CAUSES OF LOSS

When Special is shown in the Declarations, Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- 1. Excluded in Section B., Exclusions: or
- 2. Limited in Section C., Limitations; that follow.

#### **B. EXCLUSIONS**

 We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Building Ordinance

The enforcement of any ordinance or law:

- Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

#### b. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.
- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or volcanic action results, we will pay for that resulting loss or damage.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 72-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

#### c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

#### d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

#### e. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

### f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up from a sewer or drain; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or

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(c) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

- 2. We will not pay for loss or damage caused by or resulting from any of the following:
  - a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire results, we will pay for that resulting loss or damage.
  - **b.** Delay, loss of use or loss of market.
  - c. Smoke, vapor or gas from agricultural smudging or industrial operations.
  - d. (1) Wear and tear;
    - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
    - (3) Smog;
    - (4) Release, discharge or dispersal of contaminants or pollutants;
    - (5) Settling, cracking, shrinking or expansion;
    - (6) Insects, birds, rodents or other animals;
    - (7) Mechanical breakdown, including rupture or bursting caused by centrifugal force; or
    - (8) The following causes of loss to personal property:
      - (a) Dampness or dryness of atmosphere;
      - (b) Changes in or extremes of temperature; or
      - (c) Marring or scratching.

But if loss or damage by the "specified causes of loss" or building glass breakage results, we will pay for that resulting loss or damage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if loss or damage by fire or combustion explosion results, we will pay for that resulting loss or damage. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more.

- g. Water that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - (1) You do your best to maintain heat in the building or structure; or
  - (2) You drain the equipment and shut off the water supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
  - (1) Acting alone or in collusion with others: or
  - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

- I. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, except as provided below in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the described premises, we will pay for that resulting loss or damage.
- 3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.
  - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss or damage.
  - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c. Faulty, inadequate or defective:
    - Planning, zoning, development, surveying, siting;
    - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance:

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

**Business Income Coverage Form or Extra Expense Coverage Form** 

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock": or
  - (b) The time required to reproduce. "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from: direct physical loss or damage to radio or television antennas, including their lead-in wiring masts or
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming operations", due to interference at the location of the - rebuildings repair or replacement by strikers or other persons; or
- (b). Suspension, lapse or cancellation of any license; lease or contract. But if the suspension, lapse or: cancellation is directly caused by the suspension of "operations", we will, cover such loss that affects-your Business Income during the "period of restoration!
  - (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
  - (5) Any other consequential loss.

#### b. Leasehold Interest Coverage Form.

- (1) Paragraph B.1.a., Building Ordinance, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension, lapse or cancellation of any license; or
  - (c) Any other consequential loss.

#### c. Legal Liability Coverage Form

- (1) The following Exclusions do not apply to insurance under this Coverage Form:
  - (a) Paragraph B:1.a., Building -Ordinance:
  - (b) Paragraph B.1.c., Governmental Action:
  - (c) Paragraph B.1.d., Nuclear Hazard:
  - (d) Paragraph B.1.e., Power Failure:
  - (e) Paragraph B.1.f., War and Military Action.

#### (2) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement.

#### (3) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

# C. LIMITATIONS

- . 1. We will not pay for loss of or damage to:
- Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating. equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- c. The interior of any building or structure. caused by or resulting from rain, snow, A sleet, ice, sand or dust, whether driven by wind or not, unless:
  - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters: or
  - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

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- d. Building materials and supplies not attached as part of the building or structure caused by or resulting from theft.
- e. Property that is missing, but there is no physical evidence to show what happened to it, such as shortage disclosed on taking inventory.
- Gutters and downspouts caused by or resulting from weight of snow, ice or sleet.
- g. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- 2. We will not pay more for loss of or damage to glass that is part of a building or structure than \$100 for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter. We will not pay more than \$500 for all loss of or damage to building glass that occurs at any one time.

This Limitation does not apply to loss or damage by the "specified causes of loss", except vandalism.

- 3. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
  - a. Valuable papers and records, such as books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, recording or storage media, and other records.
  - b. Animals, and then only if they are killed or their destruction is made necessary.
  - c. Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
    - (1) Glass that is part of a building or structure:
    - (2) Containers of property held for sale;
    - (3) Photographic or scientific instrument lenses.
  - d. Builders' machinery, tools, and equipment you own or that are entrusted to you, unless held for sale by you.
- 4. For loss or damage by theft, the following types of property are covered only up to the limits shown:
  - a. \$2,500 for furs, fur garments and garments trimmed with fur.

- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$2,500 for patterns, dies, molds and forms.
- d. \$250 for stamps, tickets and letters of credit.

#### D. ADDITIONAL COVERAGE—COLLAPSE

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

- The "specified causes of loss" or breakage of building glass, all only as insured against in this Goverage Part;
- 2. Hidden decay;
- 3. Hidden insect or vermin damage;
- 4. Weight of people or personal property:
- 5. Weight of rain that collects on a roof;
- 6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

We will not pay for loss or damage to the following types of property, if otherwise covered in this Coverage Part, under items 2., 3., 4., 5. and 6. unless the loss or damage is a direct result of the collapse of a building:

outdoor radio or television antennas, including their lead-in wiring, masts or towers; awnings; gutters and downspouts; yard fixtures; outdoor swimming pools; fences; plers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

#### E. ADDITIONAL COVERAGE EXTENSIONS

- Property in Transit. This Extension applies only to your personal property to which this form applies.
  - a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
  - Loss or damage must be caused by or result from one of the following causes of loss:
    - Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
    - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
    - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
  - c. The most we will pay for loss or damage under this Extension is \$1000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, it has an amage caused by or requiling front a covered water damage that occurs, we will also pay the cost to teat out and replace any part of the halding entropy to the falling entropy to the palling entropy to the system as the falling entropy to the system as the falling entropy to the water as the or occurs.

We will not pay the cost of recurring or replace ing the system or appliance itself; but we will pay the cost to repair or replace dismaged parts of fire extinguishing equipment if the damage:

- a. Results in sprinkler loakage; or
- b. is directly caused by freezing.

#### F. DEFINITIONS

"Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or half; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

- Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations. It does not include the cost of filling sinkholes.
- Falling objects does not include loss or damage to:
  - a. Personal property in the open; or
  - b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- 3. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **COLORADO CHANGES**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:
  - 2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
    - 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
    - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- B. The following is added to the CANCELLATION Common Policy Condition:
  - Cancellation of Policies in Effect for 60 Days or More.
    - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
    - Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
    - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

(1) Nonpayment of premium:

- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.
- C. The following is added and supersedes any other provision to the contrary:

#### NONRENEWAL

If we decide not to renew this policy, we will mail through first class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following Condition is added:

# INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unitaterally or decrease the coverage benefits on renewal of this policy unless we mail through first class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

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ecrease in coverage during the policy term se based on one or more of the following rea-

Nonpayment of premium;

A false statement knowingly made by the insured on the application for insurance; or

3. A substantial change in the exposure_or risk other than that indicated in the application and underwritten as of the effective date of 'the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **CHANGES - POLLUTANTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. The changes below apply to the following forms: BUILDING AND PERSONAL PROPERTY COV-ERAGE FORM

CONDOMINIUM ASSOCIATION COVERAGE FORM

CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

BUILDERS' RISK COVERAGE FORM

TOBACCO SALES WAREHOUSES COVERAGE FORM

1. Under PROPERTY NOT COVERED, the following is added:

Covered Property does not include water.

2. The DEBRIS REMOVAL Additional Coverage is replaced by the following:

#### **Debris Removal**

- a. We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:
  - (1) The date of direct physical loss or damage;
  - (2) The end of the policy period.
- b. The most we will pay under this Additional Coverage is 25% of:
  - (1) The amount we pay for the direct loss or damage; plus
  - (2) The deductible in this policy applicable to that loss or damage.

But this limitation does not apply to any additional debris removal limit provided in the Limit of Insurance section.

- c. This Additional Coverage does not apply to costs to:
  - (1) Extract "pollutants" from land or water; or
  - (2) Remove, restore or replace polluted land or water.
- 3. The following Additional Coverage is added:

#### Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

- a. The date of direct physical loss or damage; or
- b. The end of the policy period.

The most we will pay for each location under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy. This limit is in addition to the Limits of Insurance.

- 4. Paragraph 2. of the LIMITS OF INSURANCE Section is replaced by the following:
  - 2. Debris Removal; but if:
    - The sum of loss or damage and debris removal expense exceeds the Limit of Insurance; or
    - The debris removal expense exceeds the amount payable under the 25% Debris Removal coverage limitation in paragraph 2.b. above;

we will pay up to an additional \$5,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

5. The following DEFINITION is added:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



B. The PERIOD OF RESTORATION definition is revised to include the following in the:

**BUSINESS INCOME COVERAGE FORM** 

**EXTRA EXPENSE COVERAGE FORM** 

BUSINESS INCOME FROM DEPENDENT PROP-ERTIES - BROAD FORM

BUSINESS INCOME FROM DEPENDENT PROP-ERTIES - LIMITED FORM

EXTRA EXPENSE FROM DEPENDENT PROPERTIES FORM

"Period of restoration" does not include any increased period required due to the enforcement of any law that:

- Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Regulates the prevention, control, repair, clean-up or restoration of environmental damage.
- C. The CAUSES OF LOSS SPECIAL FORM is revised as follows:
- The exclusion of, "Release, discharge or dispersal of contaminants or pollutants" in paragraph B.2.d.(4) is deleted.
- 2. The following Exclusion is added:

We will not pay for loss or damage caused by or resulting from the release, discharge or dispersal of "pollutants" unless the release, discharge or dispersal is itself caused by any of the "specified causes of loss". But if loss or damage by the "specified causes of loss" results, we will pay for the resulting damage caused by the "specified cause of loss".







# IMPORTANT NOTICE TO POLICYHOLDERS

#### INSTRUCTIONS

- To be included with the initial application for insurance or the initial issuance of the policy.
- Applicable to the following Coverage Forms:
  - CG 00 01 Commercial General Liability ("occurrence" version)
- CG 00 02 Commercial General Liability ("claims-made" version)

#### TEXT

This pamphlet is not your policy. It merely describes some of the major features of the new Commercial General Liability policy. READ YOUR POLICY CAREFULLY to determine rights, duties, and what is and is not covered. Only the provisions of your policy determine the scope of your insurance protection.

Policies providing general liability coverage have been revised. They are printed in a new format, and they contain some coverage changes.

There are two versions of the new Commercial General Liability (CGL) policy: "occurrence" (CG 00 01) and "claims-made" (CG 00 02). The differences between the two versions and some other major features of the new CGL policies are highlighted in this pamphlet.

#### SOME MAJOR CHANGES INTRODUCED BY THE NEW POLICY—BOTH "OCCURRENCE" AND "CLAIMS-MADE" VERSIONS—INCLUDE:

- Scope of Coverage. The new policy incorporates the coverages most commonly sought in the marketplace. Previously, many of these coverages were provided only by special forms and endorsements. Now they are built right into the basic policy.
- Limits of Insurance. Aggregate limits are now placed over all coverages to fix the absolute maximum we will pay under the policy for total damages and medical expenses. One aggregate limit applies to coverage for your products and completed work, and a second aggregate limit applies to all the other coverages. (Previously, aggregate limits applied to several individual coverages, but not to the entire scope of coverage.) Beneath these aggregates are "per occurrence" limits and several other sublimits. See Section III of your policy for details.

• Pollution Liability. The new policies do not cover this liability if the pollutants escape from your premises or a waste disposal or treatment facility. (The exclusion in the previous policy did not apply to "sudden and accidental" emissions of pollutants; the new exclusion does not have this exception.) Certain pollution exposures away from your premises—including many that arise out of your products or your work—are covered regardless of whether the emission was "sudden" or not. See exclusion f. under Coverage A. for details,

#### "OCCURRENCE" VS. "CLAIMS-MADE"

Whether the policy you have purchased is the new "occurrence" version or the new "claims-made" version, there is no difference in the kinds of injury and damage covered. Claims for damages may be assigned to different policy periods, however, depending on which version of the policy you have purchased.

Coverage A in the "occurrence" version provides coverage for liability because of bodily injury and property damage that occurs during the policy period, no matter when the claim is made, just like the previous policy.

Coverage A in the "claims-made" version provides coverage for liability because of bodily injury and property damage if the claim for damages is first made during the policy period. The claim must be a demand for damages by an injured party but it does not have to be in writing. Under most circumstances, a claim is considered made when it is received and recorded by you or by us; but sometimes, a claim may be deemed made at an earlier time. This can happen when another claim for the same injury or damage has already been made, or when the claim is received and recorded during an extended reporting period as described below. See paragraph 1.b. of Section I and Section V for details.

There is no difference between the two versions of the new CGL policy in the way personal injury and advertising injury liability (Coverage B) and medical payments (Coverage C) are provided. In both versions, claims for personal injury and advertising injury under Coverage B will be assigned to the policy period during which the offense that caused the injury was committed. In both versions, medical expenses under Coverage C will be assigned to the policy period during which the accident that caused the injury took place.



### IMPORTANT NOTICE TO POLICYHOLDERS



Two concepts relating to continuity of coverage under the "claims-made" policy—and the pertinent policy provisions—are especially important to understand. These involve the Retroactive Date and the Extended Reporting Periods.

#### **Retroactive Date**

If you have the "claims-made" version of the CGL policy, a Retroactive Date may be entered on the Declarations page. There is no coverage for bodily injury or property damage that occurred before the Retroactive Date, even if the claim is first made during the policy period.

On the other hand, if the word "none" is entered in the Retroactive Date block on the Declarations page, the policy will respond to claims first made during the policy period for covered injury or damage, no matter when the injury or damage occurred. But if previous "occurrence" type insurance also applies to the injury or damage, your "claims-made" policy will be excess—that is, it will apply only after that previous insurance is used up.

If there is a Retroactive Date, it cannot be moved ahead in time except under certain circumstances—and then only with your written consent. It is important to understand how the "claims-made" policy's Extended Reporting Periods guarantee continuity of coverage if you are offered a renewal or replacement policy with a later Retroactive Date than the one in your current policy.

### Extended Reporting Periods or "Tails"

When applicable, the Extended Reporting Periods provided in **Section V** of the "claims-made" policy will increase the time within which a claim may be eligible for the policy's coverage. Some people call these Extended Reporting Periods "tails."

A claim first received and recorded during a "tail" period is considered made on the last day of the expiring policy's period, so the provisions of that policy apply to determine coverage. But remember—under no circumstances does your "claims—made" policy apply to injury or damage that occurs before the Retroactive Date or after the end of the policy period.

"Tails" may apply if your "claims-made" policy is cancelled or not renewed—by you or by us. They may also apply if your original Retroactive Date is

moved forward in a renewal or replacement policy. Finally, "tails" may apply if you switch from "claims-made" to "occurrence" on renewal or replacement.

Your "claims-made" policy contains a basic "tail" that is activated automatically in these cases. The basic "tail" has two parts. One lasts for five years and applies only if we received notice of the occurrence that caused the injury or damage within 60 days after the end of the policy period. (You must see to it that we are notified of occurrences that may give rise to claims. See Section IV, Condition 2. for details.) The other part of the basic "tail" lasts for sixty days and applies if the claim is made before notice could be given. (The basic "tail" does not apply, however, if you get a new policy that responds to the claim.)

The "claims-made" policy also gives you the option to buy a supplemental "tail" for an additional premium. This "tail" applies to claims first received and recorded at any time after the basic "tail" period ends, as set forth in Section V, paragraph 3. (Coverage will be excess over any other insurance then in force that also applies to these claims.)

If you buy the Supplemental Extended Reporting Period, it will provide new aggregrate limits equal to those provided under your expiring policy. These new limits apply only to claims covered by the supplemental "tail." Your policy's "per occurrence" and other sublimits continue to apply as set forth in Section III.

The premium for the supplemental "tait" may not be more than 200% of the annual premium for your expiring policy.

The "claims-made" form entitles you to claim and occurrence information that may help you when deciding whether to purchase the Supplemental Extended Reporting Period or when shopping for replacement insurance. See Section IV, Condition 9, for details.

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#### "CLAIMS-MADE" RATING

Our rates for CGL coverage on a "claims-made" basis may be lower than our rates for the same scope of coverage on an "occurrence" basis. Over time, as you renew your "claims-made" policy, this rate difference or discount for "claims-made" will narrow.

The reason for this difference is that the "occurrence" form has a "tail" built into every policy. The form is designed to respond to injury or damage which occurs during the policy period, even if the resulting claim is first made after the policy period.



# IMPORTANT NOTICE TO POLICYHOLDERS

The "claims-made" form, on the other hand, does not respond to claims first made after its policy period, unless one of the Extended Reporting Periods comes into play. But otherwise, since the "claims-made" policy in effect when the claim is first made will respond, "tails" are not needed on every policy.

Of course, when the "tails" do come into play, you may want to consider buying the Supplemental Extended Reporting Period at an additional premium. If you have no need for a longer "tail" than that automatically provided in the last "claims-made" policy, you will, in effect, have received a permanent reduction in the price of your liability insurance through the accumulated discounts. But in general, the "claims-made" discounts can be viewed as a kind of deposit against the day when purchase of the supplemental "tail" may be necessary.

# OTHER SPECIAL "CLAIMS-MADE" ENDORSEMENTS

Your "claims-made" form, when issued, may have attached to it endorsement CG 27 02, excluding coverage for injury or damage arising out of specific accident(s), products, work or location(s). We may not, however, attach this endorsement to a renewal unless we amend our expiring policy to provide Extended Reporting Periods for any of the injury and damage that the expiring policy did not also exclude. You will receive, at no extra charge, the Basic 60-day and 5-year Extended Reporting Period, just like that described above, for the newly excluded injury and damage. Also, you will have the right to buy a Supplemental Extended Reporting Period Endorsement, without time limit, for all that injury and damage.



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# COMMERCIAL GENERAL LIABILITY COVERAGE PART QUICK REFERENCE

# **READ YOUR POLICY CAREFULLY**

DECLARATIONS PAGES		
Named Insured and Mailing Address Policy Period Description of Business and Location Coverages and Limits of Insurance		Beginning On Page
SECTION I — COVERAGES		
Coverage A — Bodily Injury and Property Damage Liability	Insuring Agreement Exclusions	1
Coverage B — Personal and Advertising Injury Liability	Insuring Agreement Exclusions	3
Coverage C — Medical Payments Supplementary Payments	Insuring Agreement Exclusions	4
SECTION II — WHO IS AN INSURED	. •	4
SECTION III — LIMITS OF INSURANCE	·	5
SECTION IV — COMMERCIAL GENERAL LIABILIT	Y CONDITIONS	6
Bankruptcy Duties in The Event of Occurrence, Claim or Suit Legal Action Against Us Other Insurance	Premium Audit Representations Separation of Insureds Transfer of Rights of Recovery Agains	st Others To Us
SECTION V — DEFINITIONS		7
CG 00 02 ONLY		
SECTION V - EXTENDED REPORTING PERIODS		7
SECTION VI — DEFINITIONS		8
COMMON POLICY CONDITIONS		
Cancellation Changes Examination of Your Books and Records	Inspections and Surveys Premiums Transfer of Your Rights and Duties U	nder this Policy
		•

**ENDORSEMENTS (If Any)** 

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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **AMENDMENT OF POLLUTION EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART** 

The following is added to exclusion f. of COVERAGE A (Section I):

Subparagraphs (a) and (d)(i) of paragraph (1) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

- 1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage:"
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- 2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "Spent fuel" means any fuel element or fuel component, solld or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235:
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- "Property damage" includes all forms of radioactive contamination of property.



This Endorsement Changes the Policy. Please Read it Carefully.

# **ABSOLUTE ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

# **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is agreed that the insurance provided by this policy shall not apply to any loss, claim or expense caused by, resulting from or arising out of asbestos, exposure to asbestos, or any product containing asbestos.

It is further agreed that we shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or suit excluded herein.



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BUSINESS CONFIDENTIAL

# **COLORADO CHANGES**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:
  - If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
    - 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
    - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 8. The following is added to the CANCELLATION Common Policy Condition:
  - 7. Cancellation of Policies in Effect for 60 Days or More.
    - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
    - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
    - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

(1) Nonpayment of premium;

- (2) A false statement knowingly made by the insured on the application for insurance;
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.
- C. The following is added and supersedes any other provision to the contrary:
- NONRENEWAL

If we decide not to renew this policy, we will mail through first class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following Condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first class mail written notice of our intention, including the octual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

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decrease in coverage during the policy term it be based on one or more of the following reas:

- 1. Nonpayment of premium;
- A false statement knowingly made by the insured on the application for insurance; or
- 3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

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COMPANY CONFIDENTIAL

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# **CONFORMITY WITH STATUTE**

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations, COUNTERSIGNED BY: If this endorsement is listed in the policy declarations, it is in effect from the time coverage under this policy commences. Otherwise, the effective date of this endorsement is as shown Royal below at the same time or hour of the day as the policy became Insurance effective. COMPANY ENDORSEMENT (MO., DAY, YR.) EFFECTIVE DATE PRODUCER CODE Named insured (and address, zip code, when necessary for mailing) Producer (and address, zip code, for mailing).

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· ·

POLICY SYMBOL & NUMBER

Any terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.





COMPANY CONFIDENTIAL



# COLORADO CHANGES - AMENDMENT OF YOUR RIGHT TO CLAIM AND OCCURRENCE INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

Condition 10. YOUR RIGHT TO CLAIM AND "OC-CURRENCE" INFORMATION (Section IV) is replaced by the following:

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of this Section. We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

# CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORMS A AND B
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The following is added to the CANCELLATION Common Policy Condition:
  - 7. POLICIES IN EFFECT FOR MORE THAN 60 DAYS
    - a: If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
      - Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
      - (2) Discovery of fraud or material misrepresentation by:
        - (a) Any insured or his or her representative in obtaining this insurance; or
        - (b) You or your representative in pursuing a claim under this policy.
      - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
      - (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
  - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (b) Continuation of the policy coverage would:
    - i Place us in violation of California law or the laws of the state where we are domiciled; or
    - ii Threaten our solvency.
- (7) A change by you or your representative, in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, and to the producer of record, at least:

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- (1) 10 days before the effective date of cancellation if we cancel for a reason listed in paragraph 7.a.(1) or (2).
- (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph 7.a.
- B. The following is added and supersedes any provisions to the contrary:

#### **NONRENEWAL**

- 1. If we decide not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least
  - a. 45 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is more than \$10,000; or
  - b. 60 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is \$10,000 or less.
- 2. We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
- 3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph B.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in paragraph B.1, to renew the policy under changed terms or conditions or at an increased premium rate. when the increase exceeds 25%.

# MONTANA CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORMS A AND B
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

# 2a. MIDTERM CANCELLATION

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

- (1) If this policy has been in effect for less than 60 days, except as provided in 2.a.(3) below, we may cancel for any reason.
- (2) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:
  - a. Failure to pay a premium when due;
  - b. Material misrepresentation;
  - c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
  - d. Substantial breaches of contractual duties, conditions or warranties;
  - Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

- f. Financial impairment of us; or
- g. Such other reasons that are approved by the Commissioner of Insurance.
- (3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in 2.a.(2) above.

# **b. ANNIVERSARY CANCELLATION**

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

- B. Paragraph 5. of the CANCELLATION Common Policy Condition is replaced by the following:
  - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata if the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.
- C. Any WHEN WE DO NOT RENEW condition is deleted.

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# QUICK REFERENCE

# COMMERCIAL AUTO COVERAGE PART BUSINESS AUTO COVERAGE FORM

# READ YOUR POLICY CAREFULLY

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# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

- 1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage."
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- 2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor:"



"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or-concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235:
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- "Property damage" includes all forms of radioactive contamination of property.

# COLORADO AND MARYLAND CHANGES - COLLISION COVERAGE IN MEXICO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

PHYSICAL DAMAGE COVERAGE for a covered "auto" licensed or principally garaged in Colorado or Maryland is changed as follows:

Coverage for a "loss" caused by collision or overturn of a covered "auto" "you" own applies while the "auto" is in Mexico. However:

- A. The "loss" will be paid for in the United States.
- B. The most "we" will pay for "loss" is the lesser of the following amounts:
  - 1. The cost of repairing the "auto" or replacing its parts in Mexico, or
  - 2. The cost of repair or replacement at the nearest point in the United States where repair or replacement could be made.

# WARNING

This endorsement does NOT provide liability insurance when a covered "auto" is in Mexico. To avoid penalties under Mexico's laws, you should buy liability insurance from a company licensed in Mexico to sell it.



Various provisions in this policy restrict coverage; Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

#### SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS.

SYMBOL:

DESCRIPTION

- 1 = ANY "AUTO."
- 2 = OWNED "AUTOS" ONLY: Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos", you acquire ownership of after the policy begins:
- 3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
- 4 = OWNED "AUTOS" OTHER THAN PRI-VATE PASSENGER "AUTOS" ONLY. Only those: "autos" you own, that are not of the private passenger type (and for Liability Coverage any "trallers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy, begins.
- 5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- 6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where they

- are licensed or principally garaged are required to have and cannot reject Uninsured Motorists. Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
- 7 = SPECIFICALLY DESCRIBED "AUTOS".
  Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE.
- 8 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
- 9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS
  - If symbols 1,2,3,4,5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
  - 2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
    - We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
    - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. "Mobile equipment" while being carried or towed by a covered "auto."
- 3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss;" or
- e. Destruction.

### SECTION II - LIABILITY COVERAGE

### L COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

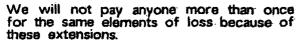
#### 1. WHO IS AN INSURED

The following are "insureds:"

- a. You for any covered "auto."
- Anyone else while using with your permission a covered "auto" you own, hire or borrow except
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer", connected to a covered "auto" you own.
  - (2) Your employee if the covered "auto" is wined by that employee or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
  - (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."
  - (5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone else who is not otherwise excluded under paragraph b. above and is liable for the conduct of an "insured" but only to the extent of that liability.

# 2. COVERAGE EXTENSIONS

- a. Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured."
  - (1) All expenses we incur-
  - (2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
  - (3) The cost of bonds to release attachments in any "suit" we defend; but only for bond amounts within our Limit of Insurance:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$100 a day because of time off from work.
  - (5) All costs taxed against the "insured" in any "suit" we defend.
  - (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.
- b. Out of State Coverage Extensions.
  - While a covered "auto" is away from the state where it is licensed we will also the state where it is licensed.
  - (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
  - (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered "auto" is being used.



#### B. EXCLUSIONS

This insurance does not apply to any of the following:---

# 1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

#### 2. CONTRACTUAL

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract," or
- b. That the "insured" would have in the absence of the contract or agreement.

# 3. WORKERS COMPENSATION

Any obligation for which the "insured" or the "insured s" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law. JO. A

# EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- a. An employee of the "insured" arising out of and in the course of employment by the "insured," or arising
- b. The spouse, child parent brother or sister of that employee as a consequence of paragraph a above.

This exclusion applies

- (1) Whether the "insured" may be liable as an employer or in any other capacity.
- To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to bodily injury" to domestic employees not entitled to workers compensation benefits or to liability assumed by the "insured" under an "insured contract."

# 5. FELLOW EMPLOYEE

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment

# 6. CARE, CUSTODY OR CONTROL

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control But this exclusion does not apply to liability assumed under a sidetrack agreement.

# 7. HANDLING OF PROPERTY

"Bodily injury" or "property: damage" resulting from the handling of property:

- Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto;" or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured."

# MOVEMENT OF PROPERTY BY ME-CHANICAL DEVICE

"Bodily injury" or "property damage" re-sulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

#### 9. OPERATIONS

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b and 6.c. of the definition of "mobile equipment"

# 10. COMPLETED OPERATIONS

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned as

- In this exclusion, your work means:
- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to: the fitness; quality, durability or per-formance of any of the items included in paragraphs at on be above:

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site



(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair for replacement, but which is otherwise complete, will be treated as completed.

# 11. POLLUTION

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
  - (1) That are, or that are contained in any property that is:
    - (a) Being transported or towed by, or handled for movement into, onto or from, the covered "auto;"
    - (b) Otherwise in the course of transit by the "insured," or
    - (c) Being stored, disposed of, treated or processed in or upon the covered "auto:"
  - (2) Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto;" or
  - (3) After the pollutants or any property in which the pollutants are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "instred"
- b. Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant; or contaminent, including smoke; vapor, soot, furies, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Paragraph a(1)(c) does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (i) The pollutants escape or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and
- (2) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in paragraphs 6.b and 6.c of the definition of "mobile equipment."

Paragraphs a(2) and a(3) of this exclusion do not apply if:

- (1) The pollutants or any property in which the pollutants are contained are upset; overturned or damaged as a result of the maintenance or use of a covered "auto;" and
- (2) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage:

#### **12. WAR**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

# C. LIMIT OF INSURANCE

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the Limit of linsurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".



# A. COVERAGE

- 1. We will pay for "loss" to a covered "auto" or its equipment under:
  - a. Comprehensive Coverage. From any cause except
    - (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.
  - Specified Causes of Loss Coverage. Caused by;
    - (1) Fire, lightning or explosion;
    - (2) Theft:
    - (3). Windstorm, hail or earthquaker
    - (4) Flood:
    - (5) Mischief or vandalism: or:
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."
  - c. Collisión Coverage. Caused by:
    - (1) The covered "auto's" collision with another object or
    - (2) The covered "auto's" overturn.

# 2. Towing.

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

- 3. Glass Breakage Hitting a Bird or Animal Falling Objects or Missiles
  - If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:
  - a. Glass breakage:
  - b. "Loss" caused by hitting a bird or animal; and
  - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension. We will pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its: "loss."

### **B. EXCLUSIONS**

- 1. We will not pay for "loss" caused by or resulting from any of the following: Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
  - a. Nuclear Hazard: WK
    - (1) The explosion of any weapon employing atomic fission or fusion or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused
  - b. Warf or Military/ Action ::
    - (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - (3) Insurrection, rebellion, revolution, usurped power of action taken by governmental authority in hindering or defending against any of these.
- 2. Other Exclusions.
  - a. We will not pay for "loss" to any of the following:
    - Tape decks or other sound: reproducing equipment unless permanently installed in a covered "auto."
    - (2) Tapes; records or other sound reproducing devices designed for use with sound reproducing equipment

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- (3) Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.
- b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - (1) Wear and tear, freezing, mechanical or electrical breakdown.
  - (2) Blowouts, punctures or other road damage to tires.

# C. LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" is the lesser of:

- 1. The actual cash value of the damaged or stolen property as of the time of the "loss:" or
- The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

### D. DEDUCTIBLE

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

### SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

# A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally:

If we submit to an appraisal, we will still retain our right to deny the claim.

- 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
  - a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:
    - (1) How, when and where the "accident" or "loss" occurred;
    - (2) The "insured's" name and address; and
    - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
  - a. Additionally, you and any other involved "Insured" must

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit."
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit."
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.



# 3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

- There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### 4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised

### TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident." or "loss" to impair them.

# B. GENERAL CONDITIONS

#### 1. BANKRUPTCY

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of, any obligations under this Coverage Form.

#### MISREPRESENTATION CONCEALMENT, OR FRAUD

This Coverage Form is void in any case: of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning

- a. This Coverage Form;
- b. The covered "auto;"

- c. Your interest in the covered "auto:" or
- d. A claim under this Coverage Form

# 3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in vour state.

### NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

# 5. OTHER INSURANCE

- a. For any covered "auto" you own; this Coverage Form provides primary insur-ance. For any covered "auto" you don't own, the insurance provided by this Coverage, Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while, it is connected to covered "auto" you own.
- b. Regardless of the provisions of para-graph a above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured con-
- c. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

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# 6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.
- 7. POLICY PERIOD, COVERAGE TERRI-TORY

Under this Coverage Form, we cover "accidents" and "losses" occurring

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- The territories and possessions of the United States of America;
- c. Puerto Rico and
- d. Canada

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

# SECTION: V - DEFINITIONS

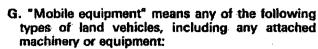
- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."
- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Insured" means any person or organization qualifying as an insured in the Who. Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- E. "Insured contract" means:
  - . A lease of premises;
  - A sidetrack agreement;
  - 3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - 4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- An indemnification of a municipality as required by ordinance, except in connection with work for a municipality; or
- 6. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- 1. That pertains to the loan, lease or rental of an "auto" to you; or
- 2. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- F. "Loss" means direct and accidental loss or damage.





- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public groads:
- 2. Vehicles maintained for use solely on or next to premises you own or rent;
- 3. Vehicles that travel on crawler treads:
- 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
- 5. Vehicles not described in paragraphs 1,2,3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - Cherry pickers and similar devices used to raise or lower workers.

- 6. Vehicles not described in paragraphs 1,2,3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment,
- H. "Property damage" means damage to or loss of use of tangible property.
- I. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damages" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
- J. "Trailer" includes semitrailer.



# **COLORADO CHANGES**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:
  - 2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
    - 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
    - 30 days before the effective date of concellation if we cancel for any other reason.
- B. The following is added to the CANCELLATION Common Policy Condition:
  - 7. Cancellation of Policies in Effect for 60 Days or More.
    - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
    - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
    - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

(1) Nonpayment of premium;

- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or tisk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.
- C. The following is added and supersedes any other provision to the contrary:

#### . Nonrenewal

If we decide not to renew this policy, we will mail through first class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following Condition is added:

# INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first class mail written notice of our intention, including the uctual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.



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rease in coverage during the policy term based on one or more of the following rea-

onpayment of premium;

. false statement knowingly made by the inured on the application for insurance; or 3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of 'the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

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# **PUNITIVE DAMAGES EXCLUSION**

This endorsement modifies insurance provided under the following:

UNINSURED MOTORISTS COVERAGE UNDERINSURED MOTORISTS COVERAGE

The following is added to Exclusions:

This insurance does not apply to punitive or exemplary damages.

# CHANGES IN BUSINESS AUTO AND TRUCKERS COVERAGE FORMS - INSURED CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

- E. "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement:
  - An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
  - That part of any contract or agreement entered into, as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto;"
- 7. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.



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# COLORADO PERSONAL INJURY PROTECTION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

Endorsement effective		
Named Insured	Countersigned by	

(Authorized Representative)

#### SCHEDULE

#### Benefits

"Medical expenses" "Rehabilitation expenses" "Essential services expenses" "Death compensation" "Work loss"

#### Limit Per Person

Up to \$50,000 Up to \$50,000 Up to \$25 per day for 52 weeks \$1,000 Up to \$400 per week calculated as follows. 100% of the first \$125 of loss of gross income per week; plus 70% of the next \$125 of loss of gross income per week; plus 60% of any loss of gross income in excess of \$250.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

# A. COVERAGE

We will pay Personal Injury Protection ben-efits in accordance with the Colorado Auto Accident Reparations Act to or for an "in-sured" who sustains "bodily injury" in an "accident" arising out of the use or operation of an "auto." Subject to the limits shown in the Schedule; these Personal Injury Protection benefits consist of the following

1. Medical Expenses. All reasonable and nec-essary expenses incurred for medical, chiropractic, optometric, podiatric, hospital, nursing, x-ray, dental, surgical, ambulance and prosthetic services, and non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing performed within five years after the date of the "accident" Medical expenses do not include rehabilitation expenses.

- 2. Rehabilitation expenses. The reasonable cost of necessary rehabilitation procedures or treatment and reasonable and appropriate rehabilitative occupational training, provided within 5 years after the date of the "accident." Rehabilitation expenses do not include medical expenses.
- 3. Work loss Loss of income during his or her lifetime from work the "insured" would have performed but for the "bodily
- Essential service expenses Expenses rea-sonably incurred during his or her lifetime for essential services in lieu of those the "insured" would have performed without income, but for the "bodily injury."
- 5. Death compensation Compensation on account of the death of an "insured" payable to his estate

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#### B. WHO IS INSURED

- 1. You.
- If you are an individual, any "family member."
- 3. Any other person while "occupying" a covered "auto" with your consent.
- 4. A "pedestrian" if the "accident" involves the covered "auto."

#### C. EXCLUSIONS

We will not pay Personal Injury Protection benefits for "bodily injury"

- 1. Sustained by you or any "family member" as a result of the use or operation of any "auto" you own that is not a covered "auto."
- 2. Sustained by any "family member" as a result of the use or operation of any "auto" owned by such "family member" with respect to which the security required under the Colorado Auto Accident Reparations Act is not in effect.
- 3. Sustained by any person:
  - a. Caused by his or her own intentional act; or
  - b. Who is a converter while operating an "auto" without a good faith belief that he or she is legally entitled to operate or use such vehicle.
- Sustained by any person other than you or any "family member" if the "accident" occurs outside the State of Colorado.
- 5. Sustained by any person while the covered "auto" is being operated in any jurisdiction in which, and to the extent that, coverage is afforded by reason of any program, statute, law or administrative regulation through a government agency or publicly financed auto accident reparations plan.
- Sustained by any person arising out of the use or operation of an "auto" while located for use as a residence or premises
- 7. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- 9. Sustained by any person, other than you or any "family member," arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing, parking or otherwise maintaining motor vehicles, unless such conduct occurs off the business premises.

#### D. LIMIT OF INSURANCE

- 1. Regardless of the number of "insureds," policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for personal injury protection benefits for "bodily injury" sustained by any "insured" in any one "accident" is the Limit Per Person amount shown in the Schedule.
- 2. Any amount payable for work loss or essential services expenses will be paid for a period beginning the day after the "accident" up to 52 weeks.
- Any amount paid under this insurance will be reduced by any amount actually provided by any workers compensation law.
- 4. Any amount payable to or for an "insured" shall be reduced by the amount of the deductible you elect as shown in the Declarations. The deductible applies only to you and to any "family member."

# E. CHANGES IN CONDITIONS

The CONDITIONS are changed for PERSONAL INJURY PROTECTION as follows:

- DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is amended by the addition of the following:
  - a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury," he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
  - b. The "insured" or someone on his or her behalf must promptly give us:
    - (1) Written proof of claim, under oath if required;
    - (2) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
    - (3) Such other information that will help us determine the amount due and payable.
- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is amended by the addition of the following:

We will be entitled to a recovery only after the person has been fully compensated for damages by another party.

The following CONDITIONS are added: REIMBURSEMENT AND TRUST

If we make any payment to any "insured" under this coverage and that person recovers

from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter. We will be entitled to a recovery only after the person has been fully compensated for damages by another party.

Any "insured" receiving payment must hold in trust for our benefit all rights of recovery he or she has against the party causing bodily injury." That person must do everything necessary to secure such rights and must do nothing to impair them.

# COORDINATION: AND NON-DUPLICATION

- f. No "insured" may recover duplicate Personal Injury Protection benefits for the same elements of "loss" under this or any similar insurance including self insurance.
- 2. This insurance is primary for "bodily injury" sustained by an insured in an "accident" arising out of the use or operation of the covered "auto"
- 3. This insurance is excess if the "accident'
  - a: Arises out of the operation of the covered "auto" by someone other than the owner of such vehicle or an employee of the owner. A covered "auto" does not include an "auto" regulated under the provisions of Articles 10 or 11 of Title 40 CRS 1973. However, if you or a family member are covered for personal injury protection coverage as operators as required by the Colorado Auto. Accident Reparations Act under another policy that policy is primary.
  - b Involves the operation of an "auto" designed to seat 12 on more passengers which is owned by and being operated on behalf of a non-profit religious chartitable, or educational organization entitled to a tax exemption under the Federal Internal Revenue Code. An "auto" does not include a vehicle owned on being operated on behalf of a public school district However, if you or a family members are covered as occupants for personal injury protection coverage under another "auto" policy that policy is primary
  - e. Involves the operation of an auto in a ridesharing arrangement. However, any personal injury protection coverage required by the Colorado Auto Accident Reparations Act afforded by another policy under which you or a family member are covered as insureds is primary.
- 4. If a person is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar lim-

- its of benefits. This paragraph does not apply if you have purchased optional benefits on a voluntary basis for additional premiums.
- 5. Any payments made under Uninsured Montorists Coverage of Medical Payments Coverage afforded under this policy for "bodily injury" sustained by an "insured are excess over any Personal Injury Protection benefits paid or payable under this or any other "auto" insurance policy.

# PREMIUM RECOMPUTATION

The Colorado Auto Accident Reparations Actiplaces limitations on a person's right to sue for damages. The premium for the policy coverages reflects these limitations If a court declares any of these limitations unenforceable, we have the right to recompute the premium. The provisions of this endorse ment are voidable or subject to amendment at our option.

- F. ADDITIONAL DEFINITIONS
  - 1. The definition of "auto" in the DEFINITIONS Section is replaced by the following
  - Auto means any motor vehicle including trailers, of a type required to be registered and licensed for operation on the public highways of Colorado or any other jurisdiction.
  - Z: The following are added to the DEFI NITIONS Section:
    - a Family member means a person related to you by blood marriage or adoption including a ward or foster child who is a resident of your household whether of not temporarly residing elsewhere.
    - B Occupying means in or upon entering into or alighting from
    - C Pedestrian means any person not occupying an auto or machine operated by a motor or engine
    - vehiculas transportation of passengers traveling together primarily to and from such passengers place of business or work or traveling together on a regularly scheduled basis with a commonality of purpose to and from shopping health educational religious athletic or sports facilities. The vehicle used in such transportation is not operated for profit by an entity primarily engaged in the transportation business. No charge is made other than that reasonably calculated to recover the costs of the ridesharing arrangement, including but not limited to a reasonable incentive to maximize occupancy of the vehicle.

# CALIFORNIA UNINSURED MOTORISTS COVERAGE BODILY INJURY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

#### A. COVERAGE

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle."
- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### **B. WHO IS AN INSURED**

- 1. You.
- 2. If you are an individual, any "family member."
- Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
- 4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

### C. EXCLUSIONS

This insurance does not apply to any of the following:

- 1. Punitive or exemplary damages.
- 2. Any claim settled without our consent.
- The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law or to the direct benefit of the United States, a state or its political subdivisions.

- 4. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle owned by you or any "family member" that is not a covered "auto."
- 5. "Bodily injury" sustained by you or any "family member" while "occupying" any vehicle leased by you or any "family member" under a written contract for a period of 6 months or more that is not a covered "auto."
- 6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

# D. LIMIT OF INSURANCE

- Regardless of the number of covered "autos,"
   "insureds," premiums paid, claims made or
   vehicles involved in the "accident," the most
   we will pay for all damages resulting from any
   one "accident" is the LIMIT OF INSURANCE
   for UNINSURED MOTORISTS COVERAGE
   shown in the Declarations.
- Except for a vehicle described in paragraph b. of the definition of "uninsured motor vehicle," any amount payable for damages under this coverage shall be reduced by:
  - All sums paid or payable under any workers' compensation law exclusive of nonoccupational disability benefits, and
  - All sums paid by or for anyone who is legally responsible, including all sums paid under this policy's LIABILITY COVERAGE.
- 3. For a vehicle described in paragraph b. of the definition of "uninsured motor vehicle," our Limit of Insurance shall be reduced by all sums paid because of "bodily injury" by or for anyone who is legally responsible, including all sums paid or payable under this policy's LIABILITY COVERAGE.
- 4. Any amount payable for damages under this coverage shall be reduced by any amount paid or payable under automobile medical payments coverage.

In no event will an "insured" be entitled to receive duplicate payment for the same elements of "loss."

# **CHANGES IN CONDITIONS**

The CONDITIONS are changed for CALIFORNIA UNINSURED MOTORISTS COVERAGE - BOD-ILY INJURY as follows:

- OTHER INSURANCE is replaced by the following:
  - a. For "bodily injury" sustained by an "insured" while "occupying" an "auto" he or she does not own, UNINSURED MOTOR-ISTS COVERAGE does not apply if the owner of the "auto" has uninsured motorists coverage.
  - b. Except as provided in paragraph a, if an "insured" has other uninsured motorists coverage, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS COVERAGE bears to the total of the limits of all uninsured motorists coverages.
- DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved, and
  - b. Promptly send us copies of the legal papers if a "suit" is brought. In addition, a person seeking coverage under paragraph b. of the definition of "uninsured motor vehicle" must:
    - (1) Provide us with a copy of the complaint by personal service or certified mail if the "insured" brings an action against the owner or operator of such "uninsured motor vehicle,"
    - (2) Within a reasonable time, make all pleadings and depositions available for copying by us or furnish us copies at our expense, and
    - (3) Provide us with proof that the limits of insurance under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

- 3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is replaced by the following:
  - a. With respect to paragraphs a., c. and d. of the definition of "uninsured motor vehicle," if we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
  - b. With respect to paragraph b. of the definition of "uninsured motor vehicle," if we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- LEGAL ACTION AGAINST US is replaced by the following:

No legal action may be brought against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form or unless within one year from the date of the "accident:"

- a. "Suit" for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction and written notice of such suit has been given to us, or
- Agreement as to the amount due under this insurance has been concluded, or
- c. The "insured" has formally instituted arbitration proceedings against us.
- 5. The following Condition is added:

# ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will bear the expenses of the arbitrator equally.

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b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

### F. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section:

- "Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged; or

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the LIMIT OF INSURANCE for this coverage: or
- For which an insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must make physical contact with an "insured," a covered "auto" or a vehicle an "insured" is "occupying."

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency;
- c. Designed or modified for use primarily off public roads while not on public roads.

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COMPANY CONFIDENTIAL



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# This Endorsement Changes the Policy. Please Read it Carefully.

_	
	ENDORSEMENT NO.
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Insurance

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations. If this endorsement is listed in the policy declarations, it is in effect from the time coverage under this policy commences.

Otherwise, the effective date of this endorsement is as shown below at the same time or hour of the day as the policy became effective.

COUNTERSIGNED BY:

Edward A. Blekell

**AUTHORIZED REPRESENTATIVE** 

Royal Insurance Co. of America

PRODUCER CODE

3897500

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ENDORSEMENT (MO., DAY, YR)

11-7-89

POLICY SYMBOL & NO.

PS0004169

Producer (and address, zip code, for mailing)

CoCa Mines, Inc. etal 1776 Lincoln #910 Denver, CO 80203

Van Gilder Insurance Corp. 700 Broadway #1035 Denver, CO 80203

In consideration of no change in premium, Business Personal Property Limit is increased to \$203,827.

Loss Payee as respects Telephone System is added per attached Form CP 1218(1185).

COMPANY CONFIDENTIAL

md 1-19-90

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

#### **SCHEDULE**

Prem. No.					tonizious Abbiican	ie
	Bidg. No.	Description of Property	Loss Payee (Name & Address)	Loss Payable	Lender's . Loss Payable	Contract Of Sale
1	-	item 25 Telephone item	Corp. c/o Leas PO Box 960		rvices Corp.	

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- 2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### **B. LENDER'S LOSS PAYABLE**

- The Loss Payee shown in the Schedule or in the Declarations is a creditor (including a mortgageholder or trustee) with whom you have entered a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:
  - Warehouse receipts:
  - b. A contract for deed:
  - c. Bills of lading: or
  - d. Financing statements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
  - We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so:
  - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

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Page 1 of 2 []

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:
  - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### C. CONTRACT OF SALE

 The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

- 2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - a. Adjust losses with you; and
  - Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to the OTHER INSUR-----ANCE Commercial Property Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

# This Endorsement Changes the Policy. Please Read it Carefully.

ENDORSEMENT NO.	
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Royal Insurance Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations.

If this endorsement is listed in the policy declarations, it is in effect from the time coverage under this policy commences. Otherwise, the effective date of this endorsement is as shown below at the same time or hour of the day as the policy became effective.

Named insured (and address, rip code when necessary for mailing)

PREMINIM

COUNTERSIGNED BY:

AUTHORIZED REPRESENTATIVE

COMPAR

Royal Insurance Co. of America

PRODUCER CODE

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ENDORSEMENT (MO., DAY, YR)
EFFECTIVE
DATE 7-30-90

POLICY SYMBOL & NO.
PSO004169

Producer (and eddress, zip code, for mailing)

Coca Mines, Inc. Etal 1776 Lincoln #910 Denver, CO 80203 Van Gilder Insurance Corp. 700 Broadway #1035 Denver, CO 80203

It is understood and agreed the policy term is changed and extended to read as follows:

7-30-89 to 8-9-90

See Supplemental Extended Reporting Period Endorsement CG2701(0286) attached.

**COMPANY CONFIDENTIAL** 

Producer: Van Gilder Insurance Corp./Denver

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

#### SCHEDULE

#### Premium INCLUDED

- 1. A Supplemental Extended Reporting Period Endorsement is provided, as described in SECTION V EXTENDED REPORTING PERIODS.
- 2. A Supplemental General Aggregate Limit and a Supplemental Products-Completed Operations Aggregate Limit apply, as set forth in paragraphs 3. and 4. below, to claims first received and recorded during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the General Aggregate Limit and the Products-Completed Operations Aggregate Limit, if any, entered on the Declarations in effect at the end of the policy period.
- 3. Paragraph 2. of SECTION III LIMITS OF IN-SURANCE is replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage A, except damages:
  - Because of "bodily injury" and "property damage" included in the "products-completed operations hazard;" or
  - (2) For which claim was first received and recorded during the Supplemental Extended Reporting Period;
- b. Damages under Coverage B; and
- c. Medical expenses under Coverage C.

The Supplemental General Aggregate Limit is the most we will pay for the sum of damages under Coverage A, other than damages because of "bodily injury" or "property damage" included in the "products - completed operations hazard," for which claim was first received and recorded during the Supplemental Extended Reporting Period.

4. Paragraph 3. of SECTION III - LIMITS OF IN-SURANCE is replaced by the following:

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," except damages for which claim was first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages:

- a. Because of "bodily injury" and "property damage" included in the "products-completed operations hazard:" and
- b. For which claim was first received and recorded during the Supplemental Extended Reporting Period.
- SECTION III LIMITS OF INSURANCE, as amended by paragraphs 3. and 4. above, is otherwise unchanged and applies in its entirety.
- 6. The following is added to paragraph 4.b. (Other Insurance) of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:
  - (5) Whose policy period begins or continues after the Supplemental Extended Reporting Period begins.
- 7. This endorsement will not take effect unless the additional premium for it, as set forth in Section V, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

### **ENDORSEMENT ENCLOSED**

Date: 10/9/89

The enclosed endorsement has been issued in accordance with your recent request. It becomes part of the policy listed below. Endorsement #1, which adds additional named insured effective 10/3/89.

Kind of Insurance: Comm'l Package

Company & Policy No: Royal Ins. Co. of America - #PSQ004169

Please read the endorsement to be sure it is correct and attach it to the above policy, which is in your possession.

Coca Mines, Inc., etal Attn: Marge Cross 1776 Lincoln, Suite 910 Denver, CO 80203 Thank you,

Marlene Dietrich

Account Representative

VAN GILDER INSURANCE CORPORATION

**Brokers Since 1905** 

700 BROADWAY, SUITE 1035 DENVER, CO 80203 PHONE: (303) 837-8500

# This Endorsement Changes the Policy. Please Read it Carefully.

ENDORSEMENT NO.

Royal Insurance

COMPANY

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations. If this endorsement is listed in the policy declarations, it is in effect from the time coverage under this policy commences. Otherwise, the effective date of this endorsement is as shown

below at the same time or hour of the day as the policy became effective.

COUNTERSIGNED BY:

Edward a Herfel

AUTHORIZED HEPRESENTATIVE

ns. Co. of America

3897500

TATALON THE SALE

COVOL TIME

Coca Mines, Inc., etal 1776 Lincoln, Suite 910 Denver, CO 80203

Van dilder Insurance Corporation /00 Broadway, Suite 1035 Denver, CO 80203

The following is added as Named Insured:

Creede Resources, Inc. Fully Owned Subsidiary

COMPANY CONFIDENTIAL

Hecla 104(e) 3236

10/9/89

LI 0004 0487

**COCA 000563** RUSINESS CONFIDENT

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1.754 1.754	Ins. Services - 114th Ave.	•				ALLIRE TO MAIL SUCH NOTICE SHALL IMPOSE
6.7 V41	m 11/4/01 (17/8/47 33/5- UA - 20/5/1/4				*	COMPANY, ITS AGENTS OR REPRESENTATIVES

COMPANY CONFIDENTIAL

ACORD 25-\$ (3/88)

Hecla 104(e) 3237

PACORD CORPORATION

01-24-28-2

COCA 000564

# GENERAL LIABILITY POLICY



Denver

<u> </u>		DECL	ARATION	S	. · · · · · · · · · · · · · · · · · · ·		
n	Renewal of: NEW	Date Issued: 9	/4/90	Policy No.	543 04	75 12	5
1,	NAMED INSURED AND ADDRESS COCA MINES, INC. (See FM.0.0.705a) 1776 Lincoln Street, S Denver, CO 80203	Suite 910					RETURN TO COMPANY IF CANCELLED
2.	POLICY PERIOD: From: 8/9/90	To: 8/9/91	12;01 A.	M. Standard T	ime at Your Mailing	Address	
3.	THIS INSURANCE POLICY IS ISSU  United States Fire Insurance Co  The North River Insurance Co  Westchester Fire Insurance Co  International Insurance Company  Mt. Airy Insurance Company	ED BY: company mpany empany any	07 TH 70 De	O Broadway	DER INSURANCE 7, #1035 80203		
4.	FORM OF BUSINESS: Individual	☐ Joint Venture ☐	Partnership	₩ Organizatio	on (Other than Parti	nership or	Joint Venture)
5.		ning	,				
6.	In return for the payment of premiur to provide the insurance as stated in This policy consists of the following This premium may be subject to adj	this policy.  coverage part(s) for v	<del> </del>				
	Coverage Part(s)			Coverage Part Declarations Form (Number and Edition Date)			Advance Premium
•	Commercial General Liability Coverage Part			G	L003(1/87)		Incl.
	Products/Completed Operations Liability Coverage Part				·		
	Owners and Contractors Protective L				·		
• [	Commercial Auto Coverage Part	· .					·
	Liquor Liability Coverage Part						
1	Railroad Protective Liability Coverage	Part					
	Other (Specify) California Surcharge					C	364.80 Incl. in Total)
7.	FORMS AND ENDORSEMENTS APPL FM.0.0.705a&b(4/87), ILO ILO228(10/89), CG0001(11 ILO204(8/87), CG2026(11/	003(11/85), CG2: /88), FM.101.0.1	243(11/85 L206(1/90	), FM.101. , FM.101.0	0.867(8/85), .1123(1/89).	IL0 <b>Ø</b> 21() IL0270()	11/85), 3/88),
8.	Total Advance Premium If Paid In A \$ 47,320.80 \$	nnual Installments, Pi at inc	remium Due eption \$		each annivers	sary	
)	☐ Direct Bill ☐ See Premium Pay Audit Period: Annual (unless otherwite ☐ Monthly ☐ Quarterly ☐ Semi-Annu	se statedj:	Client No.	170654	RECORD		)8591
FM 101.	fy/ jw 0.489 (7-97) UN	Counters	.1	Joan L	) Dewn	No:	

Authorized Representative



# EMPLOYERS LIABILITY (STOP GAP) COVERAGE PART DECLARATIONS

COCA MINES, INC. (SRE FM.0.0.705a)

Policy No. 543 047512 5

LIMITS OF II	NSURANCE			•
Each Employe	nt Limit Bodily Injury by ee Limit Bodily Injury by mit Bodily Injury by Disc	y Disease		\$\frac{100,000.}{500,000.}\$\$ \$\frac{100,000.}{100,000.}\$
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Forms and E	ndorsements applying t	to this Coverage Form and ma	de part of this polic	ey at time of issue:
FM.101.0.	.887(7-87)	•	•	
AUDIT PER	IOD: Annual (Unless oth	erwise noted)		
☐ Month	ly 🗆 Quarterly 🗆 Se	emi-Annual 🛘 Other (Descri	be)	
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Endt.#3a

COMPANY CONFIDENTIAL



# **GENERAL PURPOSE ENDORSEMENT** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

	*Named Insured COCA MINES, INC. (SEE FM.0.0.70				
	*Company UNITED STATES FIRE INSURANCE COMPANY	Y Endorsement No. 3			
	*Producer THE VAN GILDER INSURANCE CORPORATION Denver, CO				
	*This information is completed only when this endorsement is issued su	bsequent to preparation of policy.			
	POLICY CHANGES ARE INDICATED BY A 🗵:				
	☐ Named Insured amended to read as shown below.	☐ Address of Named Insured amended to read as shown below.			
	☐ Premium or rates amended as shown below.	☐ Policy Period amended to read as shown below. ☐ Limit(s) of insurance is amended to read as shown below.			
	☐ Premium Basis is amended to read as shown below.				
	☐ Total Advance Premium amended as shown below.	☐ Policy conditions amended as shown below.			
	☐ Business Description of Insured is amended to read as shown below.	Description or location of property amended to read as shown below.			
,	II Location(s) shown below added to policy.	Location(s) shown below deleted from policy.			
	☐ Other as shown below.	Forms and Endorsements shown below made part of this policy.			
	☐ Item(s) listed below added to schedule.	☐ Item(s) listed below deleted from schedule.			
	Total of schedule increased by \$	Total of schedule reduced by \$			
	To a total of \$	To a total of \$			

Location #4-1: Hog Heaven Mine Polsen, MT



Stop Gap Coverage is added per FM.101.0.888(7-87) attached.

Hecla 104(e) 3240

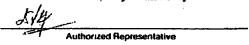
			Additional Premium	Return Premium	
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Dates Due	Previous Installment	Increase		Decrease	Revised Installment
	s	\$		\$ .	s
	S	\$		\$	\$
Total Endorsement Premium to Policy Expiration		\$.	150.	S	

DENVER X-8-91 THE VAN GILDER INSURANCE CORPORATION, Denver, CO 3-1-91 db/jw

All other terms and conditions remain unchanged.

FM 100.0.158 (4-87)

COMPANY CONFIDENTIAL.



POLICY NUMBER: 543 047512 5

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

CG 02 12 11 85

### **CANCELLATION BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

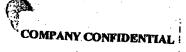
### SCHEDULE

Number of	Days	
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(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

- 2. We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. The number of days shown in the Schedule before the effective date of cancellation if we cancel for any other reason.





# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 04 08 87 ·

# IDAHO CHANGES—CANCELLATION AND NON-RENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 1 and 2 of the CANCELLATION Common Policy Condition are replaced by the following:
  - The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. Cancellation will then become effective subject to the provisions of paragraph 2.a.(5) below.
  - We may cancel this policy by mailing or delivering directly to the first Named Insured written notice of cancellation at least:
    - a. 15 days before the effective date of cancellation if the action is due to:
      - (1) your failure to pay any premium due;
      - (2) material misrepresentation by you;
      - (3) substantial and unforeseen changes in the risk assumed;
      - (4) substantial breaches of contractual duties, conditions or warranties; or
      - (5) your request for cancellation.
    - 60 days before the effective date of cancellation if we cancel for any other reason.

Our failure to comply with the requirements of this paragraph shall be a violation of the provisions of Title 4I of the Idaho Code and shall render our cancellation null and void and without effect. Our failure to comply with the requirements of this paragraph shall not affect your contract rights.

B. The following paragraph is added to the Common Policy Conditions:

We will mail or deliver directly to the first Named Insured at the last mailing address known to us at least 60 days' prior written notice of any premium rate increase greater than ten percent (10%). Our fallure to comply with the requirements of this paragraph shall be a violation of the provisions of Title 41 of the Idaho Code and shall render the increase null and void and

without effect. Our failure to comply with the requirements of this paragraph shall not affect your contract rights under the insurance policy.

If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following provision is added and supersedes any other provision to the contrary:

#### NONRENEWAL

- The first Named Insured shown in the Declarations may nonrenew this policy by mailing or delivering to us advance written notice of nonrenewal. Nonrenewal will then become effective subject to the provisions of paragraph 2.a.(5) below.
- We may nonrenew this policy by mailing or delivering directly to the first Named Insured at the last mailing address known to us written notice of nonrenewal at least:
  - a. 15 days before the effective date of nonrenewal if the action is due to:
    - (1) your failure to pay any premium due:
    - (2) material misrepresentation by you;
    - (3) substantial and unforeseen changes in the risk assumed:
    - (4) substantial breaches of contractual duties, conditions or warranties; or
    - (5) your request for nonrenewal.
  - b. 60 days before the effective date of nonrenewal if we nonrenew for any other reason.

Our failure to comply with the requirements of this paragraph shall be a violation of the provisions of Title 41 of the Idaho Code and shall render our nonrenewal null and void and without effect. Our failure to comply with the requirements of this paragraph shall not affect your contract rights. If notice is mailed, proof of mailing will be sufficient proof of notice.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **MONTANA CHANGES**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- * This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).
- A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

#### 2.a. MIDTERM CANCELLATION

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

- (1) If this policy has been in effect for less than 60 days, except as provided in 2.a.(3) below, we may cancel for any reason.
- (2) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:
  - a. Failure to pay a premium when due;
  - b. Material misrepresentation;
  - c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract:
  - d. Substantial breaches of contractual duties, conditions or warranties;
  - e. Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

- f. Financial impairment of us; or
- g. Such other reasons that are approved by the Commissioner of Insurance.
- (3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in 2.a.(2) above.

#### **b. ANNIVERSARY CANCELLATION**

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date,

- B. Paragraph 5. of the CANCELLATION Common Policy Condition is replaced by the following:
  - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

Hecla 104(e) 3243

IL 02 43 06 89

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- C. Any WHEN WE DO NOT RENEW condition is deleted.
  - The following WHEN WE DO NOT RENEW condition is added:
  - If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 30 days before the agreed expiration date.
- 2. We need not mail or deliver this notice if:
  - a. You have purchased insurance elsewhere;
  - You have accepted replacement coverage;
  - c. You have requested or agreed to nonrenewal; or
  - d. This policy is expressly designated as nonrenewable.

# THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

IL 02 45 07 88

# **MINNESOTA CHANGES**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The CANCELLATION Common Policy Condition is replaced by the following:

#### CANCELLATION

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy, subject to the provisions of 3. below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- a. If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:
  - (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation, if we cancel for any other reason.
  - b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
    - (1) Nonpayment of premium:
    - (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
    - (3) An act or omission by you that substantially increases or changes the risk insured;
    - (4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;

- (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- (6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has ten days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within five business days after receipt of the appeal;
- (7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or
- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this item 3.b., we will give notice at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of non-



(over)

payment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or

- (2) 60 days before the effective date, if we cancel for a reason described in 3.b.(2) through (8) above. The notice of cancellation will state the reason for cancellation.
- 4. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- B. Any WHEN WE DO NOT RENEW Condition is deleted and the following is added:

#### **NONRENEWAL**

If we decide not to renew this policy, we will mail, by first class mail, or deliver written notice of nonrenewal to the first Named Insured and any agent, to their last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this notice if you have:

- 1. Insured elsewhere;
- 2. Accepted replacement coverage; or
- 3. Agreed not to renew this policy.
- C. The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition is replaced by the following:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMMERCIAL GENERAL LIABILITY ENHANCEMENTS

This endorsement modifies insurance provided by the Commercial General Liability Coverage Form, CG 00 01.

#### I. EMPLOYEE BENEFITS LIABILITY

A. The following is added to SECTION I - COVERAGES:

#### **EMPLOYEE BENEFITS LIABILITY COVERAGE**

#### 1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages sustained by an employee, former employee, prospective employee of the insured or the beneficiaries or legal representatives thereof and caused by any negligent act, error, or omission of the insured, or any other person for whose acts you are legally liable in the "administration" of your "Employee Benefit Program." No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

This insurance applies to any negligent act, error or omission which occurs during the policy period. The negligent act, error or omission must take place in the United States of America, its territories or possessions, Puerto Rico or Canada.

We will have the right and duty to defend any "suit" seeking those damages. But:

- a. The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE;
- b. We may, at our sole discretion, investigate any negligent act, error or omission and settle any claim or "suit" that may result; and
- c. Our right and duty to defend end when the applicable limit of insurance has been exhausted, as stated in paragraph C. below, in the payment of judgments or settlements under this Coverage.

#### 2. Exclusions

This Coverage does not apply to:

- a. Any dishonest, fraudulent, criminal or malicious act, libel or slander or humiliation;
- b. "Bodily injury" or "property damage";
- c. Failure of performance of "contract" or negligent act, error or omission by any insurer, health maintenance organization, or other risk spreading vehicle including financial failure or insolvency of any "Employee Benefit Program";
- d. Your failure to comply with any state or federal law, regulation or order, including, but not limited to, any claim based upon the violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, or amendments thereto or any regulations as are promulgated thereunder;
- e. Any claim or "suit" based upon:
  - (1) Failure of any "Employee Benefit Program" to perform as represented by an insured; or
  - (2) The investment or non-investment of funds.

FM 101.0.1206 (1-90)

Hecla 104(e) 3247

Page 1 of 3

## 3. Supplementary Payments.

The SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

#### B. Who is An insured

Under SECTION II - WHO IS AN INSURED, your employees are insured under this Coverage, but only provided they are authorized to act in the administration of your "Employee Benefit Program".

#### C. Limit Of Insurance

Under SECTION III - LIMITS OF INSURANCE:

- 1. The most we will pay for all damages arising of any Employee Benefits Liability Coverage claim is \$10,000.
- 2. The most we will pay for all Employee Benefits Liability Coverage losses in the aggregate is \$20,000. These limits are not subject to your General Aggregate Limit.

#### D.: Additional Definitions

The following definitions apply to Employee Benefits Liability Coverage only:

- 1. "Administration" means:
  - ar Giving advice to employees with respect to the "Employee Benefit Programs";
  - b Interpreting the "Employee Benefit Programs"
  - C. Handling of employee records in connection with the "Employee Benefit Programs"; and
  - **d** Effecting enrollment termination or cancellation of employees under the "Employee Benefit Programs":
    - provided all such acts are authorized by you.
- 2 "Contract" means a policy of insurance issued to the Named Insured by an insurer or an agreement or arrangement entered into between the Named. Insured and a health maintenance organization
- 3: "Employee Benefit Programs" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers compensation, unemployment insurance, salary continuation plans, social security, disability benefits insurance, savings, vacation plans or any other similar employee benefit programs.

## E. Additional Condition - Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee. Benefits Liability Coverage, this Coverage is excess over any of the other insurance, whether primary, excess, occurrence, claims made, contingent or on any other basis. When this insurance is excess:

- We will have no duty to detend any claim or "suit" under this Coverage, that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers:
- 2. We will only pay the amount of loss, it any, that exceeds the total of the amounts of all such other insurance applicable to the loss plus any deductible or self-insurance applicable to that insurance

#### II. NON-OWNED WATERCRAFT

Under SECTION I - COVERAGE: A; Exclusion 2.g., subparagraph (2) is revised as follows: This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;

Hecla 104(e) 3248

#### III. CHARTERED AIRCRAFT

The following is added under SECTION I - COVERAGE A, Exclusion 2.g.:

The exclusion does not apply to an aircraft you do not own that is chartered with crew.

Page 2 of 3

#### IV. TENANT'S LEGAL LIABILITY COVERAGE

- A. The last paragraph of 2. Exclusions under SECTION I COVERAGE A is replaced by the following: Exclusions c. and g. through n. do not apply to "property damage" to premises rented to you. A separate limit applies to this coverage of the lesser of:
  - a. The Each Occurrence Limit shown in the Declarations; or
  - b. \$100,000.
- B. Paragraph 6. of SECTION III LIMITS OF INSURANCE does not apply.

#### V. SUPPLEMENTARY PAYMENTS

**Under SECTION 1 - SUPPLEMENTARY PAYMENTS:** 

- A. Paragraph 2. is replaced by the following:
  - The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- B. In paragraph 4., the limit of \$100 shown for daily loss of earnings is replaced by \$150.

#### VI. NEWLY ACQUIRED ORGANIZATIONS

Under SECTION II - WHO IS AN INSURED, paragraph 4.a. is deleted.

#### VII. MEDICAL PAYMENTS

A. Under SECTION III - LIMITS OF INSURANCE, paragraph 2. is replaced by the following: The General Aggregate Limit is the most we will pay for the sum of damages under Coverage A and Coverage B, except damages because of injury and damage included in the "products-completed operations hazard".

The General Aggregate Limit does not apply to COVERAGE C - MEDICAL PAYMENTS.

B. The following is added to Condition 8, Transfer of Rights of Recovery Against Others To Us in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This condition does not apply to COVERAGE C - MEDICAL PAYMENTS.

#### VIII. BROAD KNOWLEDGE/NOTICE OF OCCURRENCE

Under SECTION IV - CONDITIONS, the following are added to Paragraph 2., Duties in the Event of Occurrence. Claim or Suit:

- e. Knowledge of "occurrence" by an agent, servant or employee of an insured does not imply knowledge by the insured unless the insured has received notice from the agent, servant or employee.
- f. Failure by an agent, servant or employee of an insured (other than an officer) to notify us of an "occurrence" will not jeopardize your coverage.



# **CIGA SURCHARGE**

# (California Insureds Only)

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" with an amount will be displayed on your premium notice.

If you have any questions or require any additional information about the surcharge, please contact your agent or broker.



# CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORMS A AND B
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The following is added to the CANCELLATION Common Policy Condition:
  - 7. POLICIES IN EFFECT FOR MORE THAN 60 DAYS
    - a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
      - Noppayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
      - (2) Discovery of fraud or material misrepresentation by:
        - (a) Any insured or his or her representative in obtaining this insurance; or
        - (b) You or your representative in pursuing a claim under this policy.
      - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
      - (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
  - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (b) Continuation of the policy coverage would:
    - i Place us in violation of California law or the laws of the state where we are domiciled; or
    - ii Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, and to the producer of record, at least:

IL 02 70 03 88

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- (1) 10 days before the effective date of cancellation if we cancel for a reason listed in paragraph 7.a.(1) or (2).
- (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph 7.a.
- B. The following is added and supersedes any provisions to the contrary:

#### NONRENEWAL

- If we decide not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least:
  - a. 45 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is more than \$10,000; or
  - b. 60 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is \$10,000 or less.
- We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
- 3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
- If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph B.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in paragraph B.1, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

Hecla 104(e) 3252

# IL 09 17 11 85 RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

**Policy Number:** 

543 047512 5

Company:

United States Fire Insurance Company

Named Insured:

COCA MINES, INC. (See FM.0.0.705a)

State

**Premium** 

ARIZONA

To Be Determined.

The signature shown on this endorsement complies with the countersignature laws and regulations of the State shown.

Date of Countersignature .

9-13-90

(month, day and year)

COMPANY CONFIDENTIAL

AUTHENTICAL

Copyright, Insurance Services Office, Inc., 1985 Copyright, ISO Commercial Risk Services, Inc., 1933 Hecla 104(e) 3253

Licensed Resident Agent

COCA 000580

A XEROX Financial Services Organization

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

*Named Insured

Policy No.

*Company

**Endorsement No.** 

*Producer

**Effective Date** 

*This information is completed only when this endorsement is issued subsequent to preparation of policy.

#### NAMED INSURED

COGA MINES, INC.
MIDDLE BUTTES PARTNERS, LTD. (A PARTNERSHIP)
CACTUS GOLD MINES CO., (A JOINT VENTURE WITH COMPASS MINING, INC.)
HARDSCRABBLE PARTNERS, LTD. (A PARTNERSHIP)
CONGDON & CAREY (GENERAL PARTNERS)
CONGDON & CAREY, LTD., NO. 3 (A PARTNERSHIP)
CREEDE RESOURCES, INC. (FULLY OWNED SUBSIDIARY)

Hecla 104(e) 3254

(a)

All other terms and conditions remain unchanged.

**Authorized Representative** 

FM 0.0.705 (4-87)

COCA 000581 BUSINESS CONFIDENTIAL **POLICY NUMBER:** 

543 047512 5



CG 20 26 11 85

# ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART** 

SCHEDULE

Name of Person or Organization:

See FM.0.0.705b

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.









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人名英格兰 医耳氏总线

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TRUE CLASSIFICATION APPLIES TO: - POSTEN 0002 SUBLUCATION OCT

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353£ 984**63** ENGINEERS OR ARCHITECTS-COMSULTING-MOY EMGAGED IN ACTUAL CONSTRUCTION INCLUDING PRODUCTS AND/OR COMPLETED CPERATIONS.

PER

#1000 PAYROLL

THIS CLASSIFICATION APPLIES TO LUCATION 0001 SUBLOCATION GO1 250,000 PAYROLL

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LOCATION 0003 SUBLOCATION 001 450,000 PAYROLL

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A XEROX Financial Services Organization

#### THIS ENDORSEMENT CHANGES THE POLICY: PLEASE READ IT CAREFULLY:

*Named Insured:

Policy No.

*Company

Endorsement No.

*Producer

**Effective Date** 

This information is completed only when this endorsement is issued subsequent to preparation of policy

# ADDITIONAL INSUREDS

W. STANLEY ALLEN, JR. & RUTH BROOKS ALLEN, P.O. Box 807, LaQuinta, CA 92253

CLIFFORD G. BURTON, 9220 San Juan Place, LaMesa, CA 92041

BURTON BROTHERS, INC. c/o Clifford G. Burton, 9120 San Juan Place, LaMesa, CA 92041

MARINO AND EVA DIMATTIO; P.O. Box 20, Lancaster, CA 93534

D.A. AND CAROL HEISLER, 23721 South Fellows Road, Beavercreek, OR 97004

ROBERT E; AND MAUREEN IGGULDEN, 23615 Maple Springs Drive, Diamond Bar, CA 91765

ARTHUR E. AND JEAN T. MASTERS, 6100 Bel Aire Way; Bakersfield, CA 93309

MIDDLE BUTTE MINE, INC. 345 Creekside Drive, Palo Alto, CA 94306

CARY MILLS; CONSERVATOR; THE ESTATE OF DUNCAN MILLER; c/o Jared E. Shafer, Public Administrator, 1700 Pinto Lane; Las Vegas, NV 89106

ETHRL STIELY, Star Route 1, Box 100, Rosamond, CA 93560

RICHARD AND DOROTHY L. WINN, 26682 Lope de Vega, Mission Viejo, CA 92691

OSCAR DEAN WRIGHT, III, EDMUND DWIGHT WRIGHT AND DEANN WRIGHT MEANY, c/o Odetics, Inc., 1515 South Manchester Avenue, Anaheim, CA 92802-2907

STEPHEN LEE WRIGHT, 507 Church Street, Taft, CA 93268

ALAN STANLEY WRIGHT, 2920 Bast Avenue R-7, Palmdale, CA 93550

MERIDIAN MINERALS CO. 5613 DTC Parkway Englewood CO 80111

PLUM CREEK TIMBER COMPANY, INC., First Interstate Center, Suite 2300, 999 Third Avenue, Seattle, WA 98104

JOINT VENTURE OF COMPASS MINING, INC., (VENTURES TRIDENT), 7596 West Jewell, #200, 
Lakewood, CO 80226 (as respects the operations of Cactus Gold Mines, Company,)
MASE WESTPAC, INC., 335 Madison Avenue, New York, NY 10017

Hecla 104(e) 3257

(b)

All other terms and conditions remain unchanged

Authorized Representative

**Changes To Your** 

**General Liability** 

# Coverage

The policy you have purchased this year is different from last year's policy. If your general liability insurance was with a Crum & Forster insurance company last year, this year's policy includes the following enhancements to your coverage:

#### NEW C & F POLICY

Coverage for Employee Benefits Liabilty is automatically provided up to \$10,000 per claim; \$20,000 in the aggregate for the policy year.

Non-owned watercraft not being used to carrypeople or property for a charge are covered so long as they are less than 51 feet long.

Non-owned aircraft are covered if chartered with a crew

Legat liability to rented premises in your care, custody or control is provided up to a maximum of \$100,000.

No limit on premiums for bail bonds.

The most we gay for an insured's daily loss of earnings to assist in the defense of a covered claim is \$150.

You do not have to report the acquisition or formation of a new organization within any time limit.

#### PREVIOUS C & F POLICY

No equivalent coverage: A separate "claims made" coverage form could be attached for additional premium charge:

Same, except limit was 26 feet.

No coverage for aircraft at all

Limit of coverage was \$50,000, and coverage applied only for loss by fire

Maximum \$250 will be paid for ball bonds arising from bodily injury claims against covered vehicles.

Daily limit was \$100.

If you had a newly acquired or formed organization, you had to report that new organization to us within 90 days.

Hecla 104(e) 3258

COCA 000585
BUSINESS CONFIDENTIAL

#### **NEW C & F POLICY**

Payments under Coverage C - Medical Payments do not affect your General Aggregate limit.

You may waive your rights of recovery against others for Medical Payments without impairing your insurance.

Your insurance is not jeopardized if your agent, servant or employee fails to report an "occurrence" to you, or fails to notify us.

#### PREVIOUS C & F POLICY

The limit available in a policy year under your General Aggregate would be reduced by every dollar we paid for medical expenses.

You could not waive your rights to subrogation for Medical Payments.

Failure by an agent, servant or employee of an insured to give proper notice of an "occurrence" could result in the breach of a policy condition that would imperil your coverage.

-Hecla 104(e) 3259

This information is not intended to be a complete comparison of policy forms, only highlights of the changes, and is not a statement of contract. If more specific information is desired, contact your insurance agent or broker.

# Mt. Airy Insurance Company An Indiana Corporation Home Office: Indianapolis, Indiana

United States Fire Insurance Company
A New York Corporation
Home Office: New York, N.Y.

Westchester Fire Insurance Company
A New York Corporation
Home Office: New York, N.Y.

International Insurance Company
An Illinois Corporation
Home Office: Chicago, Illinois

The North River Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, N.J.



A XEROX Financial Services Organization
(Each a Capital Stock Company)

We have properly issued this policy, but it will not be valid unless countersigned on the General Declarations page by one of our authorized representatives.

Antoinette C. Bentley Secretary

ato & Surry

Robert J. Vairo Vice Chairman of the Board

talux J. Vans

COMPANY CONFIDENTIAL

Hecla 104(e) 3260

COCA 000587 BUSINESS CONFIDENTIAL

# **COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

#### A. CANCELLATION

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first named insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **B. CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. The first named insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

# C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

# D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

- 1. Make inspections and surveys at any time;
- 2. Give you reports on the conditions we find: and
- 3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- 1. Are safe or healthful; or
- 2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

### E. PREMIUMS

The first named insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

# F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.







Hecla 104(e) 3261 COCA 000588 BUSINESS CONFIDENTIAL

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 28 10 89

# **COLORADO CHANGES**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:
  - If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- **B.** The following is added to the CANCELLATION Common Policy Condition:
  - Cancellation of Policies in Effect for 60 days or More
    - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issue, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
      - Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
      - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or

- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.
- C. The following is added and supersedes any other provision to the contrary:

#### **NONRENEWAL**

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the non-renewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following Condition is added:

# INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

- 1. Nonpayment of premium:
- 2. A false statement knowingly made by the insured on the application for insurance; or



Hecla 104(e) 3262 COCA 000589 BUSINESS CONFIDENTIAL 3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficent proof of notice.



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 00 03 11 85

# **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY—NEW YORK

### The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.









# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 22 43 11 85

# EXCLUSION—ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- 2. Supervisory, inspection or engineering services.







#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 00 21 11 85

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

- 1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - 8. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- 2. As used in this endorsement:
  - "Hazardous properties" include radioactive, toxic or explosive properties:
  - "Nuclear material" means "source material", "Special nuclear material" or "by-product material";
  - "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:
  - "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
  - "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration



(over)

of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor":
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste":
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the

premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235:

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

## COMMERCIAL GENERAL LIABILITY INSURANCE **IMPORTANT CHANGES IN YOUR COVERAGE**



Your Commercial General Liability insurance coverage is being renewed at this time. Some changes have been made in certain of the coverages applying to the Commercial General Liability insurance. These changes result in some broadenings or reductions of coverage.

Following is a summary of the major changes found in the new editions of the Commercial General Liability Coverage Forms, NO COVERAGE IS PROVIDED BY THIS SUMMARY nor can it be construed to replace any provision of your policy. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

There are two versions of the Commercial General Liability Coverage Form, the "Occurrence" and "Claims-made" versions (CG 00 01 and CG 00 02). The areas within the policy that broaden, reduce or clarify coverage are highlighted below. We have followed the policy sequence of provisions in setting out this material.

#### **BROADENINGS IN COVERAGE**

THE MAJOR NEW COVERAGE ENHANCEMENTS FOUND IN YOUR POLICY ARE:

Coverage for Personal Injuries—which has been expanded to include liability arising from the invasion of a person's right to private occupancy of a room, dwelling or premises if such invasion is committed by or on behalf of the owner, landlord or lessor. (See Section 5 of your policy.)

Coverage for Legal Proceedings—which has been newly expanded to include all types of alternative dispute resolution proceedings including arbitration and pre-trial mediation. (See Section 5 of your policy.)

#### REDUCTIONS IN COVERAGE





Personal Property in the care, custody and control of the insured. Previously, coverage was excluded for the named insured ("you"). (See Section 1, Part 2 of your policy.)

Third party actions involving co-employees. (See Section 2 of your policy.)

Wrongful eviction from or wrongful entry into a room, dwelling or premises unless such entry is committed by or on behalf of the owner, landlord or lessor. (See Section 5 of your policy.)

Any agreements which involve construction or demolition operations within fifty feet of railroad property. (See Section 5 of your policy.)

#### **CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES**

SOME OF THE LANGUAGE IN THE NEW POLICY HAS BEEN RESTATED AND REPUNCTUATED FOR CLARITY AND READABILITY BUT WITH NO CHANGE IN COVERAGE INTENT.

The definition of "YOU" has been expanded to include newly acquired organizations in order to insure that newly acquired organizations possess full named insured status. (See the preamble of your policy.)

The coverage trigger for personal and advertising injury liability in the "Claims-made" coverage form has been revised to apply on a claims made basis, rather than the previous "offenses committed" basis. In addition, Extended Reporting Period Coverage is now provided for Personal and Advertising Injury Liability. (See Section 1, Coverage B of your policy.)

The CGL Pollution Liability Exclusion (Section 1, Coverage A, Exclusion f.) has been changed to improve readability and insure consistency in coverage interpretation.

The exclusion now clearly indicates that no coverage exists for the emission of pollutants:

- at or from any premises, site or location which is or was at any time owned or occupied by or rented or loaned to, any insured:
- at or from any premises, site or location which is or was at any time used by or for any insured or others for the

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#### CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES (Con't)

handling, storage, disposal, processing or treatment of waste;

- which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for
  any insured or any person or organization for whom the named insured may become legally responsible; and
- at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or Indirectly on any insured's behalf are performing operations if the pollutants are brought on to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

The exclusion has also been updated to:

- exclude coverage for the new liabilities imposed by the Superfund Amendment and Reauthorization Act of 1986; and
- exclude coverage for any claim or suit made by or on behalf of any governmental authority for damages or reimbursement expenses arising from the testing for, monitoring, clean-up, containment, etc., of pollutants.

The exclusion has also been amended to incorporate the language contained in Endorsement CG 00 41 05 86 that renders the exclusion inapplicable to injury or damage arising from smoke from a hostile fire.

Contractual Liability Coverage has never been provided for injury or damage that occurs prior to the execution of any contract or agreement. The Contractual Liability Exclusion has been reworded to clarify this provision. (See Section I of your policy.)

When We Do Not Renew Endorsement CG 00 04 02 86 has been incorporated into the "occurrence" coverage form. (See Condition 9, Section 4 of your policy.)

Your Right to Claim and Occurrence Information has never permitted you to disclose occurrence or claim information without written consent of the insurer. Accordingly, Condition 10 in Section 4 of the "Claims-made" coverage form has been revised to prohibit such disclosure without written consent of the insurer.

Products and Completed Operations Coverage Provisions have been revised to clarify original coverage intent to provide coverage for failure to adequately warn under the "products/completed operations hazard". (See Section 5 of your policy.)

The Definition of Insured Contract has been clarified to expressly include coverage for work you performed for an indemnified municipality if liability is imposed by law in the absence of such indemnification. (See Section 5 of your policy.)

The Definition of Property Damage has been clarified to indicate that:

- loss of use of tangible property that has been physically injured shall be deemed to occur at the time of the physical injury that caused it; and
- loss of use of tangible property that has not been physically injured shall be deemed to occur at the time of the
  occurrence that caused it.





Say 1

#### CG 00 01 11 88.

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

#### **SECTION I—COVERAGES**

# COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
  - (2) The "bodily injury" or "property damage" occurs during the policy period.
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### 2. Exclusions.

This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This

- exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodlly injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
  - (2) That the insured would have in the absence of the contract or agreement.
- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
  - (1) Causing or contributing to the intoxication of any person;
  - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- e. "Bodily Injury" to:
  - An employee of the insured arising out of and in the course of employment by the insured; or
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and



(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

- f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste:
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
    - (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
    - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d) (i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "Insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8.).
- h. "Bodily injury" or "property damage" arising out of:
  - (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
  - (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
- i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
- j. "Property damage" to:
  - (1) Property you own, rent or occupy;
  - (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - (3) Property loaned to you;
  - (4) Personal property in the care, custody or control of the insured;
  - (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to-"property damage" included in the "productscompleted operations hazard".

- k. "Property damage" to "your product" arising out of it or any part of it.
- "Property damage" to "your work" arising out of it or any part of it and included in the "productscompleted operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. "Property damage" to "Impaired property" or property that has not been physically injured, arising out of:
  - A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
  - (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
  - (1) "Your product";
  - (2) "Your work"; or
  - (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

# COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

#### Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage part applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAY-MENTS—COVERAGES A AND B.

- b. This insurance applies to:
  - (1) "Personal Injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
  - (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services:

but only if the offense was committed in the "coverage territory" during the policy period.

#### 2. Exclusions.

This insurance does not apply to:

- a. "Personal injury" or "advertising injury":
  - Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
  - (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or
  - (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- . "Advertising injury" arising out of:
  - Breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - (2) The failure of goods, products or services to conform with advertised quality or performance;
  - (3) The wrong description of the price of goods, products or services; or
  - (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

#### **COVERAGE C. MEDICAL PAYMENTS**

#### 1. Insuring Agreement.

- We will pay medical expenses as described below for "bodily injury" caused by an accident;
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations; provided that:
  - The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### 2. Exclusions.

We will not pay expenses for "bodily injury":

- a. To any insured.
- **b.** To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

#### SUPPLEMENTARY PAYMENTS—COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

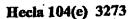
1. All expenses we incur.

- Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
- 5. All costs taxed against the insured in the "suit".
- 6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

#### SECTION II-WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds; but only with respect to the conduct of your business.
  - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
  - a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:
    - (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as



- a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
- (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
- b. Any person (other than your employee), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-employee of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

#### SECTION III—LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds:
  - b. Claims made or "suits" brought; or
  - Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C:
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard": and
  - c. Damages under Coverage B.
- The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
- 5. Subject to 2. or 3, above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
- Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

# COMPANY CONFIDENTIAL

# SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Claim Or Suit.

- a. You must see to it that we are notified as soon as practicable of an 'occurrence' or an offense which may result in a claim. To the extent possible, notice should include:
  - How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
  - Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information:
  - (3) Cooperate with us in the investigation, settlement or defense of the claim or suit; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not

be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you; or
  - (3) If the loss arises out of the maintenance or use of aircraft, autos or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or 'suit' that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes

equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit.

- We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation. and send us copies at such times as we may request.

#### 6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete:
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "sult" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mall or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is malled, proof of mailing will be sufficient proof of notice.

#### SECTION V—DEFINITIONS

- 1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services:
  - b. Oral or written publication of material that violates a person's right of privacy;
  - Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
- 2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions). Puerto Rico and Canada:
  - International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business;
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
- "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.
- "Insured contract" means:
  - a. A lease of premises;

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A sidetrack agreement;

COMPANY CONFIDENTIAL

- Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
- d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
- 7. "Loading or unloading" means the handling of property:
  - After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads:
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal:
  - (b) Road maintenance, but not construction or resurfacing;
  - (c) Street cleaning:
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;



- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.
- 11. a. "Products-completed operations hazard" includes all "bodliy injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned.
  - b. "Your work" will be deemed completed at the earliest of the following times:
    - (1) When all of the work called for in your contract has been completed.
    - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
    - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- c. This hazard does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
  - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

#### 12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.
- 13. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
  - An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

#### 14. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You:
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

#### 15. "Your work" means:

- Work or operations performed by you or on your behalf; and
- Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- The providing of or failure to provide warnings or instructions.



# QUICK REFERENCE EMPLOYERS LIABILITY STOP GAP COVERAGE

#### **READ YOUR POLICY CAREFULLY.**

#### **DECLARATIONS**

Limits of Insurance Business Description and Location of Premises Forms and Endorsement Applicable

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FM 101.0.887 (7-87)

## **EMPLOYERS' LIABILITY (STOP GAP) COVERAGE PART**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION IV - DEFINITIONS.

#### **SECTION I - COVERAGES**

#### 1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of bodily injury by accident or bodily injury by disease to any employee of the insured who sustains an injury which arises out of and in the course of his employment, provided such employee is reported and declared under the Workers Compensation Fund of the state designated in the schedule. The "bodily injury" must take place in the "covered territory." This insurance applies only to "bodily injury" that is caused by accident during the policy period.

We will have the right and duty to defend any "suit" seeking those damages.

- (1) The amount we will pay as damages is limited as described in SECTION III LIMITS OF INSURANCE;
- (2) We may investigate and settle any claim or "suit" at our discretion; and
- (3) Our right and duty to defend end when we used up the applicable limit of insurance in the payment of judgments or settlements.
- b. Damages, because of bodily injury to your employees, include damages:
  - (1) For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
  - (2) For care and loss of services;

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- (3) For consequential "bodily" injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury tht arises out of and in the course of the injured employee's employment by you; and
- (4) Because of "bodily injury" to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### 2. Exclusions

This insurance does not apply to:

- a. Any assessment, penalty, or fine levied by any regulatory or inspection agency or authority;
- b. Bodily injury sustained or caused by any employee in violation of any law as to age with the knowledge or acquiescence of the insured;
- c. Bodily injury to any member of the flying crew of any aircraft;
- d. Bodily injury suffered by any employee whose remuneration has not been included in the total remuneration upon which premium for this insurance is based;
- e. Bodily injury to a master or member of the crew of any vessel;
- f. Bodily injury to any person in work subject to the Longshore and Harbor Workers Compensation Act (33 USC Sections 901-950), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 931-942), or the Federal Employers Liability Act (45 USC Sections 51-60), or any other amendement to those laws;
- g. Bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with those laws;
- h. Bodily injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement;
- Any obligation of the insured under a workers compensation or occupational disease law, disability benefits, or unemployment compensation law or any similar law;
- j. Any injury sustained because of any act committed intentionally by or at the direction of the insured and, if the insured is a corporation or partnership, by any executive officer, director, stockholder or partner thereof.

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#### **Supplementary Payments**

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.
- 4. All costs taxed against the insured in the "suit."
- 5. Pre-judgment interest awarded against the insured on that part of the judgment we pay, if we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limit of insurance.

#### **SECTION II - WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insured, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business:
  - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds; but only with respect to their duties as your officers or directors. Your stockholders are also insureds; but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

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#### **SECTION III - LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds:
  - b. Claims-made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."
- 2. Bodily Injury by Accident. The limit shown for Bodily Injury by Accident Each Accident is the most we will pay for all damages covered by this insurance because of "bodily injury" to one or more employees in any one accident.

A disease in not Bodily Injury by Accident, unless it results directly from Bodily Injury by Accident.

- 3. Bodily Injury by Disease. The limit shown for Bodily Injury by Disease Aggregate is the most we will pay for all damages covered by this insurance and arising out of Bodily Injury by Disease, regardless of the number of employees who sustain Bodily Injury by Disease. The limit shown for Bodily Injury by Disease Each Employee is the most we will pay for all damages because of Bodily Injury by Disease to any one employee.
  - Bodily Injury by Disease does not include disease that results directly from a Bodily Injury by Accident.
- 4. The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV - DEFINITIONS**

- 1. "Bodily injury" means bodily injury by accident or disease, including death at any time resulting therefrom.
  - For the purpose of this definition the contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident." The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident."
- 2. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit with our consent.

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- 3. "Covered territory" means by disease caused or aggravated by exposure of which the last day of last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period, sustained in:
  - a. The United States of America, its territories or possessions; or
  - b. Canada.

By any employee of the insured arising out of and in the course of his employment by the insured either in operations in the State designated in the schedule or in operations necessary or incidental thereto, or sustained while temporarily outside the United States of America, its territories or possessions, or Canada by any employee of the insured who is a citizen or resident of the United States or Canada arising out of and in the course of his employment by the insured in connection with operations in the State designated in the schedule, but this insurance does not apply to any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought.

#### **SECTION V - CONDITIONS**

You shall maintain full Workers Compensation Insurance coverage in the State Fund of the State designated in the schedule during the term of this insurance or shall be a qualified self-insurer approved by the State Workers Compensation Commission of the State designated in the schedule.

#### **SECTION VI - AMENDED CONDITION**

When used in reference to this insurance Condition 5, "Premium Audit" is amended to include:

The premium stated in the schedule shall be computed upon the remuneration earned by such employees as is reported under the workers compensation fund of any state listed in the schedule.

#### **SECTION VII - POLICY PROVISIONS**

None of the insured agreements, conditions, provisions or other terms of the policy shall apply to the insurance afforded by this coverage part, except the following agreements and conditions: The Common General Conditions; Supplementary Payments; Declarations; Bankruptcy; Duties in the Event of Occurrence, Claim or Suit; Legal Action Against Us; Other Insurance; Premium Audit; Representations; Separation of Insured and Transfer of Rights of Recovery Against Others to Us.

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# Van Gilder Insurance Orporation Brokers Since 1905

November 9, 1990

Ms. Marge Cross CoCa Mines, Inc. 1776 Lincoln Street, Suite 910 Denver, CO 80203

Re: General Liability Policy Auto Policy

U.S. Fire Insurance Company Policy #5430475125 U.S. Fire Insurance Company Policy #1335111903

#### Dear Marge:

I am enclosing several endorsements for you to attach to your current Commercial policy.

Endorsement #2 on the General Liability policy as mentioned above is merely amending the listing of the classification on the exposure where the payroll is \$1,800,000. Please note there is no change in premium.

The other two endorsements (#2, and #3) are endorsements for the Auto policy as mentioned above. These endorsements are adding some forms that were left off when the policy was originally issued. Please note that there is no change in premium. Endorsement #3 is merely showing that there is comprehension and collision coverage on Vehicle #29 (1989 Dodge Pickup). This was originally requested on our application, therefore, there is no change in premium.

If you should have any questions on any of these, please give me a call.

Sincerely,

Marlera Dietrich

Marlene Dietrich Senior Account Representative

MD:blx

Enclosure

Hecla 104(e) 3285



## **GENERAL PURPOSE ENDORSEMENT** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

***		705	o r N ere	
*Named Insured	COCA MINES, INC. (See FM.O.O.	(USA)	Policy Na. 543	047512 5
*Company	United States Fire Insurance	Company	Endorsement No.	2
*Producer	THE VAN GILDER INSURANCE CORE	PORATION	Effective Date	8/9/90
*This information is	completed only when this endorsement is issued su	ubsequent to pre	eparation of policy.	
POLICY CHANGES A	RE-INDICATED BY A 图:		· · · · · · · · · · · · · · · · · · ·	
☐ Named Insured	amended to read as shown below.	☐ Address o	f Named Insured amended	to read as shown below.
☐ Premium or rate	es:amended as shown below.	☐ Policy Per	iod amended to read as sh	own below.
☐ Premium Basis	is amended to read as shown below.	☐ Limit(s) of insurance is amended to read as shown below.		
☐ Total Advance Premium amended as shown below.		☐ Policy conditions amended as shown below.		
$\hfill\square$ Business Description of Insured is amended to read as shown below.		☐ Description or location of property amended to read as shown below		
☐ Location(s) shown below added to policy.		☐ Location(s) shown below deleted from policy.		
Other as shown below.		☐ Forms and	Endorsements shown below	ow made part of this policy
☐ Item(s) listed b	elow added to schedule.	🔲 ltem(s) lis	ted below deleted from sch	nedule.
Total	of schedule increased by \$			ed by \$
	To a total of \$		To a to	tal of \$
As respects	the Declarations GL003, the fol	llowing Cl	assification is an	ended to read:
				,
44444 ORE MILLING PROCESSING-	,	roll)		

No Change in Premium.

Hecla 104(e) 3286

		Additional Premium	Return Premium	
Premium Payable at En	dorsement Effective Date	\$	\$	•
Premium Adjustment t	o Payment Schedule			
Dates Due	Previous Installment	Increase	Decrease	Revised Installment
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Endorsement Pro	emium to Policy Expiration	\$	s	
10/17/90fy/ey	Denver X-8/91		Edward G.	Rubbl

All other terms and conditions remain unchanged.

**Authorized Representative** 

COCA 000613 BUSINESS CONFIDENTIAL



# GENERAL PURPOSE ENDORSEMENT THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

*Named Insured	COCA MINES, INC. (See FM.O.O.7	05a)	Policy No.	133	511190	3
*Company	United States Fire Insurance C	ompany	Endorsement l	No.		2
*Producer	THE VAN GILDER INSURANCE CORPORATION Denver, CO		Effective Date		8/9/9	90
*This information is	completed only when this endorsement is issued su	ibsequent to prep	aration of policy.			
POLICY CHANGES A	RE INDICATED BY A 图:					
Premium or rate Premium Basis Total Advance Business Descri Location(s) sho Other as shown Item(s) listed b	amended to read as shown below. es amended as shown below. is amended to read as shown below. Premium amended as shown below. ption of Insured is amended to read as shown below. own below added to policy. a below. elow added to schedule. of schedule increased by \$	☐ Policy Period ☐ Limit(s) of i ☐ Policy cond ☐ Description ☐ Location(s) ☑ Forms and i	Named Insured ame od amended to read insurance is amended as sor location of property shown below delete Endorsements showed below deleted fro Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in Total of schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in the schedule in	as shown to reshown to amend from the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schelar to the lower method schedule to the lower method schedule to the lower method schedule to the lower method sche	wn below, ad as show below, led to read as a policy, w made part dule, i by \$	n below. sshown below. of this policy.
FM.101.0.11	) California Changes-Cancellatio 23(1/89) CIGA Surcharge 8) Changes in Business Auto and			-Insu	red Con	tract

Hecla 104(e) 3287

#### No change in Premium.

		Additional Premium	Return Premium		
Premium Payable at Endorsement Effective Date		\$	\$		
Premium Adjustment	to Payment Schedule				
Dates.Due	Previous Installment	Increase	Decrease	Revised Installment	
	\$	S	S	\$	
	ş	5	Ś	s	
Total Endorsement Pr	emium to Policy Expiration	S	\$		

10/12/90fy/sf

Denver

x-8/91

All other terms and conditions remain unchanged.

Authorized Representative

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

IL 02 70 03 88

#### CALIFORNIA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART—EXCEPT COVERAGE FORMS A AND B
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLILITION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The following is added to the CANCELLATION Common Policy Condition:
  - 7. POLICIES IN EFFECT FOR MORE THAN 60 DAYS
    - a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
      - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
      - (2) Discovery of fraud or material misrepresentation by:
        - (a) Any insured or his or her representative in obtaining this insurance; or
        - (b) You or your representative in pursuing a claim under this policy.
      - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
      - (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
      - (5) Failure by you or your representative to implement reasonable loss control re-

- quirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
  - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (b) Continuation of the policy coverage would:
    - Place us in violation of California law or the laws of the state where we are domiciled; or
    - ii Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, and to the producer of record, at least:
  - (1) 10 days before the effective date of cancellation if we cancel for a reason listed in paragraph 7.a.(1) or (2).

Endt. #2a

(over)



(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph 7a.

The following is added and supersedes any provisions to the contrary:

#### NONRENEWAL

- If we decide not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least:
  - 45 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is more than \$10,000;
  - b. 60 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is \$10,000 or less.
- We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
- 3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph B.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the time frames shown in paragraph B.1. to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



## **CIGA SURCHARGE**

### (California Insureds Only)

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" with an amount will be displayed on your premium notice.

If you have any questions or require any additional information about the surcharge, please contact your agent or broker.

Endt. #2b

Hecla 104(e) 3290

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CA 00 29 12 88

## CHANGES IN BUSINESS AUTO AND TRUCKERS COVERAGE FORMS— INSURED CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

- E. "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
  - 6. That part of any contract or agreement entered into, as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto";
  - 7. That part of any other contract or agreement per-

taining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

Hecla 104(e) 3291

Endt. #2c

COMPANY CONFIDENTIAL



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# GENERAL PURPOSE ENDORSEMENT THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

*Company	United States Fire Insurance C	Company	Endorsement No.	3
*Producer	THE VAN GILDER INSURANCE CORPO	PRATION	Effective Date	8-9-90
*This information	is completed only when this endorsement is issued su	bsequent to prepa	ration of policy.	
POLICY CHANGES	ARE INDICATED BY A 🗵:			
☐ Named Insure	ed amended to read as shown below.	☐ Address of N	lamed Insured amende	d to read as shown below.
☐ Premium or r	ates amended as shown below.	☐ Policy Period	amended to read as s	hown below.
☐ Premium Basis is amended to read as shown below.		☐ Limit(s) of insurance is amended to read as shown below.		
☐ Total Advance Premium amended as shown below.		☐ Policy conditions amended as shown below.		
☐ Business Description of Insured is amended to read as shown below.		.   Description or location of property amended to read as shown below		
☐ Location(s) shown below added to policy.		☐ Location(s) shown below deleted from policy.		
☑ Other as show	vn below.	☐ Forms and Endorsements shown below made part of this police		
☐ Item(s) listed	below added to schedule.	☐ Item(s) listed	below deleted from so	hedule.
Tota	I of schedule increased by \$	. 7	Total of schedule reduc	ed by \$
	To a total of \$	•	To a to	otal of \$
The follow	ring coverages are added as respec	cts Vehicle		<u>-</u>

Hecla 104(e) 3292

			Additional Premium		Return Premium	,
Premium Payable at Endorsement Effective Date		\$	Waived	s	••	
Premium Adjustment t	o Payment Schedule				***************************************	
Dates Due	Previous Installment	T	Increase	].	Decrease	Revised Installment
	s	\$		\$	•	\$
	s	\$		s		\$
Total Endorsement Pre	emium to Policy Expiration	\$	Waived	\$		

11-5-90js/jw Denver X-8-91

All other terms and conditions remain unchanged.

FM 100.0.158 (4-87) COMPANY CONFIDENTIAL

Edward a thewill

**Authorized Representative** 

# **NON-RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT**

Policy Number:	5430475125	
Company:	U.S. Fire Insurance Co.	·
Named Insured:	COCA MINES, INC. ETAL	
•		
•	State	Premium

Premium

CALIFORNIA

To Be Determined

The signature shown on this endorsement complies with the countersignature laws and regulations of the State shown.

Date of Countersignature 12-12-90

(month, day and year)

Hecla 104(e) 3293

Countersign

COMPANY CONFIDENTIAL

COCA 000620 **BUSINESS CONFIDENTIAL**